



# Document General

# D

Form 4 - Land Registration Reform Act, 1984

LT 092635

(2) Page 1 of 7 pages

CERTIFICATE OF RECEIPT  
RECEPTE DE  
LA MISE EN REGISTRE

'93 05 7 17 07

FOR OFFICE USE ONLY

Additional:  
See  
Schedule

Property

Land Titles

Block

Registry

Property Identifier(s)

(4) Nature of Document

Application to Register Condition, Restriction or Covenant [Section 191 (1)]

(5) Consideration

ONE---

Dollars \$1.00

(6) Description

Town of Fort Erie, Regional Municipality of Niagara being Lots 1 to 170 both inclusive, Blocks 182, 185, 186, 187, 191, 200, 201, 208 to 213 both inclusive Plan 59M-208 being parcels 1-1 to 170-1 both inclusive, 187-1, 185-1, 186-1, 187-1, 191-1, 201-1, 200-1 and 313-1 both inclusive, Section 59M-208, being Part of Parcel Plan 1

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(7) This Document Contains:

(a) Redescription New Easement Plan/Sketch

(b) Schedule for: Description

Additional Parties

Other

(8) This Document provides as follows:

TO: The Land Registrar for the Land Titles Division of Niagara South (No.59) CRYSTAL BEACH PARK LIMITED the registered owner of the land registered as Lots 1 to 170 both inclusive, Blocks 182, 185, 186, 187, 191, 200, 201, 208 to 213 both inclusive Plan 59M-208 being parcels 1-1 to 170-1 both inclusive, 182-1, 185-1, 186-1, 187-1, 191-1, 200-1, 201-1, 208-1 to 213-1 both inclusive Section 59M-208 and hereby request under Section 191 (1) of the Land Titles Act you to make an entry of the restrictive covenants set out in the attachment, in the Register for the said Parcels.

dated: May 7th, 1993

CRYSTAL BEACH PARK LIMITED

PER:

Alphonse Lacavera, Director  
I have authority to bind the Corporation.

(9) This Document relates to instrument number(s)

Continued on Schedule

(10) Party(ies) (Set out Status or Interest)

Name(s)

CRYSTAL BEACH PARK LIMITED

PER:

Signature(s)

X  
Alphonse Lacavera, Director  
I have authority to bind the Corporation.

Date of Signature  
Y M D

1993 05 07

(11) Address for Service

c/o 136 East Main Street, Welland, Ontario, L3B 5R3

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

(13) Address for Service

(14) Municipal Address of Property

NOT ASSIGNED

(15) Document Prepared by:

H. Sterling Wood  
Blackadder Lacavera  
136 East Main Street  
P.O. Box 580  
Welland, Ontario  
L3B 5R3 ATL/JJ CRYSTAL

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

27-

Total

27-

CRYSTAL BEACH PARK LIMITED

herein called "Developer"

WHEREAS the Developer is the registered owner of all of the Lots and Blocks on Plan 59M - 208 and has caused these covenants and restrictions to be made to place restrictions on all lots on Plan 59M - 208 (hereinafter called "Lots") for the benefit of the Developer and all future owners of Lots (hereinafter called "Lot Owners");

AND WHEREAS all Lot Owners will become members of the Club.

AND WHEREAS, certain terms set forth herein shall have the following meanings:

"Club", shall mean Crystal Beach Tennis and Yacht Club, a non share capital company formed to own areas available for common use by Lot Owners being Blocks 192, 193, 194, 194, 207 and 214, Plan 59M - 208.

"Certificate of Compliance" shall mean and refer to that written document issued and executed by the Developer which confirms that a certain improvement or dwelling unit constructed on a Lot has been completed in conformity with plans and specifications previously reviewed by and found acceptable to the Developer.

"Architectural Committee" shall mean and refer to a committee of three (3) or more persons appointed by the Board of Directors of the Club to oversee and approve (unless such approval is specifically given to the Board of Directors herein) the exterior appearance of all additions, alterations and modifications affecting the exterior appearance of improvements on a Lot including changes in materials and colour.

"Improvement" shall mean and refer to any thing or device (other than trees and shrubbery less than two (2) feet high); the placement of which would affect the exterior appearance, including, by way of illustration and not of limitation, any building, garage, porch, shed, greenhouse, coop, cage, covered or uncovered patio, swimming pool, clothes line, deck, covered or television antenna, fence, curbing, sidewalk, wall, tree or shrubbery higher than two (2) feet or sign.

"Property" shall mean and refer to Lots 1 through 170 and Blocks 182, 185, 186, 187, 191, 200, 201 and 208 through 213, Plan 59M - 208, in the Land Titles Division of the Land Registry Office of Niagara South.

WITNESSETH that in consideration of the mutual covenants herein (the sufficiency and receipt of which is hereby each acknowledged) the parties covenant and agree with the other respectively as follows:

1. Control of Developer. Unless otherwise specifically provided in any other restriction to which the Developer is a party, the construction of Improvements on a Lot and the use of such Lot shall be under the exclusive control of the Developer until January 1 of the fifth year following the issuance by the Developer of a Certificate of Compliance for the dwelling constructed on such Lot or such earlier time as the Developer relinquishes such control. The completion of the initial construction of a dwelling on such Lot to the

3

satisfaction of the Developer shall be evidenced by issuance of a Certificate of Compliance by the Developer. Control of all additions, modifications or alterations of Improvements on Lots after the Developer no longer has such control shall be the responsibility of the Club as set forth in Nos. \_\_\_\_\_ through \_\_\_\_\_ below.

2. Submission of Plans for Initial Improvements. No Improvements shall be initially made to or constructed on any Lot or other portion of the Lot unless and until plans for such Improvements, in such detail as the Developer may require, have been approved by the Developer as to their proposed use, external design and location. No construction of Improvements shall be commenced except in accordance with such approved plans or a modification thereof with such approved plans. The Developer may impose such other requirements with respect to the construction of such initial Improvements as the Developer deems appropriate, provided such requirements do not conflict with the provisions of any Registered Restriction, applicable zoning and building codes, or any other applicable laws, codes or ordinances.

3. Certificate of Compliance. Upon completion of the initial Improvements on a Lot to the satisfaction of the Developer, in accordance with the approved plans, Registered Restrictions and such other requirements as the Developer may have imposed, the Developer shall issue a Certificate of Compliance identifying such Improvements, and stating generally that such Improvements have been satisfactorily completed. Any Certificate of Compliance issued in accordance with the provisions of this No. 3 shall be prima facie evidence of the facts stated therein as of the date thereof and, as to any purchaser, lessee, or mortgagee or other encumbrancer in good faith and for value, such Certificate shall be conclusive evidence that all Improvements on the Lot as of the date thereof, and the use or uses described therein, comply with the requirements of this document, unless otherwise provided herein. Prior to actual completion of certain Improvements, the Developer may issue temporary Certificates of Compliance under such circumstances and on such terms and conditions as it deems appropriate.

4. Liability of the Developer. Except to the extent specifically provided in No. 3 above with respect to issuance of a Certificate of Compliance, no action taken by the Developer or any officer, employee or agent of the Developer pursuant to this document shall entitle any person to rely thereon with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of the Lot or any Improvement thereon. All claims, demands, or other causes of actions arising out of any action (including issuance of a Certificate of Compliance) by the Developer in controlling the Improvements on and use of a Lot shall be deemed to be hereby waived. The Developer shall not be liable for any damages to anyone submitting plans to it for approval or to any Lot Owner or to any other person by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of such plans. Every person or other entity which submits plans to the Developer for approval, agrees, by submission of

such plans, that no action or suit will be brought against the Developer in connection with the submission.

5. Control by Club. Commencing on January 1, of the fifth year following the issuance of a Certificate of Compliance by the Developer pursuant to No. 3 above, for the dwelling unit constructed on each Lot, or such earlier time as the Developer relinquishes its rights of control, unless otherwise provided in this or any other Registered Restriction, enforcement of this document with respect to control over any change in use or any additions, modifications, or alterations to any Improvement on such Lot which affect the exterior appearance of the Improvements, shall be the responsibility of the Club, acting through the Architectural Committee, as provided in No. 6 below. Subject to the rights of the Developer reserved in any Registered Restriction, the Club shall have the right to enforcement of the provisions of this document with respect to control over any change in use or any additions, modifications, or alterations to the exterior appearance of any Improvements on property owned by the Club from the time of conveyance of such property to the Club.

6. Composition and Function of Architectural Committee. The Architectural Committee shall be a permanent committee of the Club and shall approve all proposed additions, modifications or alterations to the exterior appearance of any Improvements or any proposed change in the use of a Lot after the date the Club obtains such control as provided in No. 5 above. The Architectural Committee may also assist and advise the Board of Directors of the Club in enforcing the provisions of this document or of any other Registered Restriction and in advertising and publishing rules, regulations and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors. The Architectural Committee shall be composed of three (3) or more persons (as determined by the Board of Directors from time to time). The Architectural Committee members shall be designated by the Board of Directors of the Club for terms of two (2) years, but shall be subject to removal, with or without cause by the affirmative vote of not less than three-fourths (3/4) of the members of the Board of Directors. All Committee members shall be Lot Owners or principals, partners, officers, directors or employees of the Developer. The Committee members may be Directors of the Club.

7. Submission of Plans to Architectural Committee. After the Architectural Committee obtains control with respect to a Lot or any portion of the Property, no addition, modification or alteration shall be made to the exterior appearance of any Improvement on such Lot, nor shall the use thereof as designated in the Certificate of Compliance issued pursuant to No. 2 above be changed, unless and until plans therefore, in such form and detail as the Architectural Committee requires, have been submitted to, and reviewed and approved by the Architectural Committee. The Architectural Committee may charge and collect a reasonable fee for the examination of plans submitted for approval.

8. Basis for Disapproval of Plans by Architectural Committee. The Architectural Committee may disapprove

any plans submitted pursuant to No. 7 above for any of the following reasons:

- a. failure of such plans to comply with any Registered Restrictions and which benefit or encumber the Lot Property;
- b. failure to include information in such plans as requested;
- c. objection to the site plan, exterior design, appearance or materials of any proposed Improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking, height, bulk or appropriateness of any proposed Improvements;
- d. incompatibility of proposed Improvements or use of proposed Improvements with existing Improvements or uses in the vicinity;
- e. the failure of proposed Improvements to comply with any zoning, building, health, or other governmental laws, codes, ordinances, rules and regulations;
- f. any other matter which in the judgment and sole discretion of the Architectural Committee would render the proposed Improvements, use or uses, inharmonious or incompatible with the general plan of improvement or with Improvements or uses in the vicinity.

9. Approval of Architectural Committee. Upon approval or qualified approval by the Architectural Committee of any plans submitted pursuant to No. 7 above, the Architectural Committee shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions, if any), and, if requested by the applicant, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot shall be final as to such Lot and such approval may not be revoked or rescinded thereafter provided (i) that the Improvements or uses shown or described on or in such plans do not violate this document or any Registered Restrictions which benefit or encumber the Lot, and (ii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans for use in connection with any Lot shall not be deemed a waiver of the right of the Architectural Committee to disapprove similar plans or any of the features or elements included therein if such plans, in connection with any other Lot.

10. Written Notification of Disapproval. In any case where the Architectural Committee disapproves any plans submitted to it pursuant to No. 7 above, the Architectural Committee shall so notify the applicant in writing together with a statement of the grounds upon which such action was based as set forth in No. 8 above.

6

In any such case, the Architectural Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

11. Failure of Architectural Committee to Act. If any applicant has not received notice of the Architectural Committee approving or disapproving any plans within 35 days after submission thereof; said applicant may notify the Committee in writing of that fact. The plans shall be deemed approved by the Committee not later than the later of:

- a. 15 days after the date of receipt of such notice, if such notice is given;
- b. 70 days after the date the plans were originally submitted.

12. Right of Architectural Committee to Promulgate Rules and Regulations. The Architectural Committee may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of alterations, additions or modifications to Improvements, or uses; provided, however, that no such rule or regulation shall be deemed to bind the Architectural Committee to approve or disapprove any plans submitted for approval, or to waive the exercise of the Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of this Declaration or any applicable governmental law, code, ordinance, rule or regulation.

13. Delegation of Functions. The Architectural Committee may authorize its staff, subcommittees, or individual members of the Architectural Committee to perform any or all of the functions of the Committee as long as the number and identity of such staff or members, the functions and scope of authority have been established by a resolution of the entire Architectural Committee. The approval or disapproval of plans by the staff member, individual member or sub-committee will be subject, however, to the reasonable review of the Architectural Committee, in accordance with procedures to be established by the Committee.

14. Records of Meetings and Regulations. The Architectural Committee shall keep minutes of meetings and maintain records of all votes taken at meetings. The Architectural Committee shall make such records and current copies of its rules and regulations available at a reasonable place and times for inspection by any person.

15. Liability of Architectural Committee. No action taken by the Architectural Committee or any member, subcommittee, employee or agent thereof, shall entitle any persons to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Lot. Neither the Club, nor the Architectural Committee, nor any member, subcommittee, employee or agent shall be liable to anyone submitting plans for approval or to any Lot Owner, or any other person, in connection with any submission of plans, or the approval or disapproval

thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Architectural Committee agrees, by submission of such plans, that no action or suit will be fought against the Club or the Architectural Committee (or any member, subcommittee, employee or agent thereof) in connection with such submission.

16. Lot Owners to Properly Maintain Lot and Improvements.  
Each Lot Owner shall keep such Owner's Lot and all Improvements thereon in good order and repair and in compliance with all applicable laws and ordinances, the Club's by-laws and rules and regulations and the applicable provisions of any Registered Restrictions. Such responsibility shall include, but not be limited to, (i) seeding, watering and mowing of lawns, (ii) pruning, cutting and removal of trees and shrubbery as necessary and (iii) painting or other appropriate external care of all buildings and other Improvements, all in a manner and with such frequency as is consistent with good property management.

17. The easements, rights of way and the rights reserved herein shall run with the lands described herein and shall be binding upon and for the benefit of the Club, Developer and Lot Owners and their successors and assigns;

18. The covenants and restrictions contained herein for the benefit of the Lot Owners may be amended with the consent of 80% of the Lot Owners, provided that any easement, right of way, covenant or restriction given or benefiting either the Club or the Developer, so long as the Club of Developer own any lands forming part of Plan 59M - 208, shall to be amended without the consent respectively of the Club of Developer.

19. If any section herein, part of a section, easement, restriction, right of way, term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such section, part of a section, easement, restriction, right of way, term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each section, part of a section, easement, restriction, right of way, term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.