



# Document General

Form 4 - Land Registration Reform Act, 1984

**D**

CT 092634

(2) Page 1 of 7 pages

Land Titles

Registry

(3) Property Identifier(s) Block Property

Additional: See Schedule

CERTIFICATE OF RECEIPT  
REGISTREUSE  
NIAGARA SOUTH/SUDBURY/REELLE

(4) Nature of Document  
Application to Register Condition, Restriction or Covenant [Section 191 (1)]

FOR OFFICE USE ONLY

(5) Consideration  
ONE---

\*93 05 7 12 07

Dollars \$1.00

(6) Description  
Town of Fort Erie, Regional Municipality of Niagara being Lots 1 to 170 both inclusive, Blocks 186, 187, 191, 192, 207 to 214 both inclusive being Parcel 1-1 to 170-1 both inclusive, Parcel 186-1, 187-1, 191-1, 192-1, 207-1 to 214-1 both inclusive, Section 59M-208.  
*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  Parties  Other  K

(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 186, 187, 191, 192, 207 to 214 both inclusive being Parcel 1-1 to 170-1 both inclusive, Parcel 186-1, 187-1, 191-1, 192-1, 207-1 to 214-1 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, certain terms set forth herein shall have the following meanings:

"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.

"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, 207 and 214, Plan 59M - 208.

"Beach", shall mean Block 185, Plan 59M - 208.

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. Advertising and Signs. Except for temporary signs erected by or with the permission of the Developer in connection with the initial development, lease or sale of Lots or dwelling units on the Lots or Blocks; no sign or other advertising device of any nature shall be placed for display to the public view on any Lot or Block (including temporary signs advertising property for sale or rent) except (i) with the consent of the Developer until January 1 of the fifth year following issuance by the Developer of a "Certificate of Compliance" confirming that the improvements on the Lot have been completed to the satisfaction of the Developer, and thereafter with the consent of the Board of Directors of the Club or (ii) to indicate any open house or inspection and only during the actual time of such open house or inspection, which open house or inspection for any Lot shall be limited to not more than eight (8) hours per week.
2. Animals, Birds and Insects. No animals or birds shall be kept or maintained on any Lot other than for domestic purposes, except birds in a cage, fish and not more than two (2) dogs or cats unless otherwise consented to by the Club's Board of Directors which may, from time to time, (i) impose reasonable rules and regulations

setting forth the type and number of animals, birds and insects and the conduct and manner of care such animals, birds and insects, and (ii) prohibit certain types of animals, birds and insects entirely. The Board of Directors shall have the right to require any Lot Owner (or any tenant of any Lot Owner, or any family member or guest of any Lot Owner or tenant) to dispose of any animal, bird or insect, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal, bird or insect is creating a nuisance because, e.g., the Lot Owner does not clean up after the animal, the animals is too noisy, or the animal is not properly controlled.

3. Protective Screening and Fences. Any screen planting, fence enclosures or walls initially developed on a Lot shall be maintained by the Owner of the Lot and shall not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Developer until January 1 of the fifth year following issuance by the Developer of a "Certificate of Compliance" confirming that the improvements on the Lot have been completed to the satisfaction of the Developer, and thereafter with the consent of the Architectural Committee. Except for the foregoing, no fence, wall, or screen planting of any kind shall be planted, installed or erected upon any Lot unless approved by the Architectural Committee. Notwithstanding the foregoing, no fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

4. Garbage and Refuse Disposal. Except for building materials during the reasonable course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any Lot or Block, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot as to provide access to persons making such pick-up. The Club, with respect to persons which Certificates of Compliance have been issued, may, in its discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same. All incinerators or other facilities for the storage or disposal of Trash, shall be kept in a clean and sanitary condition.

5. No Above Surface Utilities. No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground without the prior approval of the Club's Board of Directors.

6. No Noxious or Offensive Activities. No noxious or offensive activity shall be carried out, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the Lot Owners or occupants. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-

magnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort or welfare, (ii) be injurious to property, vegetation or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard or (iv) violate any applicable zoning regulation or other governmental law, ordinance or code.

7. No Oil and Mining Operations. No Lot or Block shall be used for the purposes of boring, drilling, refining, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth (except soil borings in connection with the improvements of such Lot or Block) and no derrick or other structure designed for use in boring for oil or natural gas or any other mineral shall be erected, maintained or permitted, except with the consent of the Developer prior to the issuance of a Certificate of Compliance, and the Board of Directors of the Club thereafter.

8. No Dwelling in Other Than Residential Units. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or Block except with the consent of the Board of Directors of the Club.

9. No Television and Radio Antennas. No television, radio, "C.B.", satellite dish, or other communication antenna shall be erected on any Lot or Block (i) outside or (ii) inside, if it emanates or creates radio, television, or other communication system interference with a communication system being used on any other Lot or Block, except with the consent of the Club's Board of Directors.

10. Residential Use Only. Except as provided in No. 12 below, no Lot or Block designed by the Developer for residential use shall be used for other than residential purposes and purposes incidental and accessory thereto except (i) with the consent of the Board of Directors of the Club or (ii) if used by the Developer or by a Builder for a model home and/or real estate office during the time of development, sale or lease of Lots or dwelling units.

11. Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry or medical or dental office shall be conducted in or on any Lot or Block without the consent of the Board of Directors, except (i) by the Developer in conjunction with the development and sale of Lots or the construction and sale of dwelling units thereon, and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

12. Outside Storage or Parking of Commercial or Recreational Vehicles, Camper Bodies, Boats or Trailers. After issuance of a Certificate of Compliance with respect to a Lot or Block, there shall be no outside storage or parking of commercial or recreational vehicles, camper bodies, boats and trailers for more than seven (7) days in any 30 day period, except as may be otherwise permitted by the Club's Board of Directors, e.g., the

Club may permit storage of boat trailers in a designated storage area subject to such limitations as may be imposed by the Club's Board of Directors.

13.

Maintenance and Repair Work. Except with the written consent of the Club's Board of Directors or in conjunction with the initial construction or improvements, or in conjunction with emergency repairs, (i) no extensive work on any motor vehicles, boats or Lot or Block, (ii) no maintenance or repair work shall be done on any Lot which unreasonably disturbs the occupants of other Lots, and (iii) no exterior maintenance or repair work (except emergency repairs) shall be performed on Sundays between June 20 and September 5 of each year.

All maintenance and repair work shall be performed reasonably promptly (weather permitting), properly and in a good, workmanlike manner, using first-class materials of equivalent or better quality than those originally installed or incorporated into the improvements on the Owner's Lot, using competent and qualified labor.

14.

Oversized, Commercial, Recreational and Unlicensed Vehicles. Unless used in connection with the construction or sale of Lots or dwelling units by the Developer or by any builder or with the maintenance, repair or replacement of the Property, or unless otherwise consented to by the Club's Board of Directors, the following shall not be permitted to remain outdoors overnight on the Property more than seven (7) days in any 30 day period:

- a. oversized vehicles, i.e., unable to fit within a normal-sized vehicle parking space;
- b. commercial vehicles, i.e., having a commercial vehicle license plate or commercial signage thereon;
- c. Recreational vehicles, commonly referred to as "R.V.'s";
- d. unlicensed motor vehicles of any type;
- e. camper bodies;
- f. boats or trailers.

15.

No Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted on any Lot or Block unless authorized by the Club's Board of Directors.

16.

Trees and Other Natural Features. Prior to issuance of a Certificate of Compliance, no trees shall be removed from any Lot or portion of the Property except with the permission of the Developer. After issuance of the Certificate of Compliance with respect to a Lot or Block, (except as provided below, and except in the event of an emergency), no tree having a diameter of four (4) inches or more, as measured from a point two (2) feet above the ground level, nor any other tree or shrub planted in compliance with the plans approved by the Developer, shall be removed from such Lot or Block

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without the permission of the Club's Board of Directors. The Board of Directors in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife. The Board of Directors may designate certain trees, regardless of size, as not removable without written authorization.

17. No Snowmobiles, Motorcycles, All Terrain Vehicles, Snowmobile, motorcycle, all terrain vehicle or similar motor vehicle shall be operated on any Lot or Block, except with the consent of the Club's Board of Directors.
18. Minimum Living Area of Single-Family Detached Dwellings. No Lot shall be used for the construction of a single-family dwelling unit containing a living area, exclusive of garage, porch, deck, basement and breezeway area, of less than 650 square feet.
19. Roadway and Lot to be Kept Clear of Mud and Debris During Construction. No Owner shall allow any unreasonable accumulation on such Owner's Lot or on the roadway on which such Lot abuts of mud or debris occasioned by any construction undertaken on such Owner's Lot. The Developer and the Club shall have the right, if such accumulation has not been removed after three (3) days' notice to the Lot Owner, to remove said mud or debris and to recover the cost of such removal thereof from the Lot Owner including, if necessary, the cleaning and flushing of sewers, flush basins and catch basins. In addition to being the personal obligation of the Owner, any such costs, if expended by the Club, shall be a charge and continuing lien on such Lot.
20. No Outdoor Hot Tub or Spa. No outdoor hot tub or spa shall be constructed or placed, temporarily or otherwise, upon any Lot, unless (i) authorized by the Developer until January 1 of the fifth year following issuance by the Developer of the Certificate of Compliance for the dwelling unit constructed on such Lot and thereafter by the Board of Directors of the Club; and (ii) such hot tub or spa, if approved, is installed within 24 months.
21. No Exterior Construction Between May 15 and September 15. There shall be no exterior construction of any dwelling unit or other substantial exterior construction or renovation from May 15 through September 15 of each year commencing the fifth May 15th following the date of registration of this restriction unless such time period is extended by the Developer or by the Board of Directors of the Club.
22. Grading and Seeding of Lots. Each Lot Owner shall, no later than the earlier of (i) July 1 or October 1 next following 120 days from the date of acquisition of the Lot, or (ii) such later time as is permitted in writing by the Board of Directors of the Club, grade and plant grass seed on the Lot, to such specifications as the Board of Directors of the Club shall determine as the appropriate from time to time. In considering a postponement of such obligation, the Board of Directors shall taken into account the timetable of the Lot Owner with respect to construction of a dwelling unit on the Lot.

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23. **Parking.** No motor vehicle shall be parked on Blocks 192, 207, 214, Plan 59M - 208, without the consent of the Club's Board of Directors and then only in accordance with such consent.

24. **Beach.** The beach shall not be used except in accordance with the rules and regulations set by the Club's Board of Directors and without limiting the generality of this provision no Lot Owner shall erect any structure on the beach property or operate any motorized vehicle on the beach property without the consent of the Board of Directors.

25. The easements, rights of way and the rights reserved herein shall run with the lands described as Lots 1 through 170 and Blocks 186, 187, 191, 192 and 207 through 214, Plan 59M - 208, herein and shall be binding upon and for the benefit of the Club, Developer and Lot Owners and their successors and assigns;

The 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 or Developer own any lands forming part of Plan 59M - 208, shall not be amended without the consent respectively of the Club or Developer.

27. 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, rights of way, term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.