

4093

DECLARATION OF COVENANTS AND RESTRICTIONS

GRANDVIEW ESTATES

THIS DECLARATION made the 16<sup>th</sup> day of May, 2025 by Muddy Creek Developments Ltd. (herein called the "Developer").

WHEREAS the Developer is the owner of lands known as "Grandview Estates" located in Rice Point, Queens County, Province of Prince Edward Island, which lands are described in Schedule "A" hereto annexed.

AND WHEREAS the Developer wishes to subject the Subject Lands (as defined below), to the covenants and restrictions set forth herein.

AND WHEREAS the covenants and restrictions set forth herein that are applicable to the Subject Lands are for the benefit of the Subject Lots and the Exempt Lots (being defined below).

NOW THEREFORE the Developer declares that the Subject Lands may only be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions set forth herein and made in pursuance of the building scheme established by the Developer.

**A. DEFINED TERMS & PROPERTY SUBJECT TO THIS DECLARATION:**

1. For the purpose of this Declaration and the attached schedules:
  - a. "Approved Plan" means the "Plan of Survey Showing Lot 25-2 to 25-20, Parcels O-1, O-2, O-3, R-1, R-2 & R-2A being a Subdivision of Lands of PID No. 808154 & PID No. 203000", prepared by Island Surveying & Engineering and dated February 6, 2025, as Drawing No. 21375, said plan being approved by the Dept. of Housing, Land and Communities on March 12, 2025 as Case No. 56341C and being registered in the Queens County Registry Office on March 14, 2025 as plan No. 45954.
  - b. "Developer" means Muddy Creek Developments Ltd.
  - c. "Exempt Lots" means those lots specified in Schedule "B" annexed hereto, being lots 25-12, 25-13 and 25-14 on the Approved Plan.
  - d. "Grantee" means the original purchaser of a Subject Lot from the Developer and all subsequent successors to the original purchaser's title and shall include joint or common owners of a Subject Lot.
  - e. "Open Areas" means Parcel O-1, Parcel O-2, and Parcel O-3 on the Approved Plan.
  - f. "Subject Lands" means the lands set out in Schedule "A" hereto, but excluding the Exempt Lots.
  - g. "Subject Lots" means lots 25-1 to 25 11 inclusive and lots 25-15 to lots 25-13 on the Approved Plan and "Subject Lot" refers to any one of the Subject Lots.
2. The lands subject to this Declaration are the Subject Lands. The benefit of the covenants and restrictions set forth in this Declaration are for the Subject Lands, and the Exempt Lots.
3. Upon registration of a deed of conveyance for a Subject Lot from the Developer to the Grantee, the Grantee shall automatically become subject to all of the rights, advantages and responsibilities associated with ownership of the Subject Lot and the covenants and restrictions set out in this Declaration.
4. The lots identified as 25-1 and 25-21 to 25-23 on the Approved Plan have not yet been approved for subdivision. Upon approval, including in the event of modification of the number or dimension of those lots, those lots shall be deemed to be "Subject Lots" and the covenants and restrictions herein shall apply to those lot

**B. RESTRICTIONS:**

5. No more than one single family dwelling building shall be erected or stand at any time upon each Subject Lot. No accessory buildings shall be permitted on a Subject Lot.
6. No dwelling building shall be erected or placed on a Subject Lot other than a newly-constructed, permanent, private dwelling building. No temporary structures or mobile homes or trailers are permitted on a Subject Lot. No car tents or temporary storage structures are permitted on the Subject Lands.
7. No dwelling building shall be erected or stand upon a Subject Lot which has a floor area:
  - a. of less than 1,600 square feet on the main floor, for a one-story dwelling building; or
  - b. of less than 1,400 square feet on the main floor and 800 square feet on the second floor, for a one and a half or two storey dwelling building.

For the purpose of this paragraph, "floor area" shall be calculated and measured from the outside measurements of the main walls of the dwelling building excluding the garage, porch, veranda, sunroom, attic, basement and/or semi-basement.

8. No dwelling building on the Subject Lots identified on the Approved Plan as Lots 25-1 through 25-11, inclusive, shall exceed 35 feet in height and no dwelling building on Subject Lots identified on the Approved Plan as Lots 13 to 23, inclusive, shall exceed 45 feet in height. The height of chimneys shall not be included in this height calculation.
9. No dwelling building on a Subject Lot shall have a combined width of house and garage in excess of 100 feet.
10. No dwelling building on a Subject Lot shall be constructed on posts and all dwelling buildings shall be constructed on either a concrete foundation or frost wall. No more than 12 inches of concrete shall be exposed on the front wall (facing the street) of the dwelling. Concrete shall be concealed in a manner deemed acceptable to the Developer.
11. No dwelling building on a Subject Lot shall have a roof pitch less than 7/12.
12. Every dwelling building on a Subject Lot shall be constructed in a professional manner and be completed within one (1) year from the date construction commences and construction of the dwelling building must commence within five (5) years from the date the Subject Lot is conveyed from the Developer to the Grantee (the "**Building Commencement Deadline**"). If the Grantee fails to comply with the provisions of this paragraph, the Developer may elect to re-purchase the Subject Lot on the following terms:
  - a. the re-purchase price for the Subject Lot shall be one hundred percent (100%) of the purchase price paid by the original Grantee to the Developer, adjusted in accordance with the all-items Consumer Price Index for Prince Edward Island as posted by Statistics Canada;
  - b. the Developer shall provide written notice to the Grantee of its intention to re-purchase the Subject Lot and the closing of the re-purchase shall be on the 30<sup>th</sup> day following the date of the written notice. If the closing date falls on a Saturday, Sunday or holiday, the closing shall take place on the next business day;
  - c. the Grantee warrants that the Subject Lot shall be conveyed by the Grantee to the Developer free and clear of all encumbrances. If any encumbrance exists at the re-purchase closing date, the Developer may pay out same directly with set-off against the repurchase price; and

- d. in the event the Grantee fails or neglects to execute any deeds or documents necessary to complete the re-purchase, the Grantee hereby appoints the Developer as his, her or its lawful attorney to execute all such required deeds and documents.

Notwithstanding the provisions of this Section 11, the Grantee may convey the Subject Lot to a third party prior to the Building Commencement Deadline and, upon doing so and providing written notice to the Developer, the Building Commencement Deadline shall be extended for that third party purchaser for a period of 18 months. Such an extension to the Building Commencement Deadline shall be applicable only to the first third party that purchases the Subject Lot from the Grantee.

13. The Grantee agrees that for so long as a Subject Lot remain undeveloped, it shall provide minimum maintenance by cutting the vegetation on the Subject Lot at regular intervals.
14. No portion of a Subject Lot disturbed by construction shall remain not landscaped for any period beyond seven months from the substantial completion of the construction of the dwelling building located thereon.
15. There shall be no application of herbicides or pesticides on a Subject Lot, with the exception of commonly used household products. The use of eco-friendly, non-toxic mosquito repellent solutions that are safe for humans, pets and pollinators may be used for mosquito control on the Subject Lot.
16. No driveway on a Subject Lot shall remain unsurfaced for any period beyond seven months from the substantial completion of the construction of the dwelling building. All driveways shall be surfaced by asphalt, brick or concrete.
17. The Grantee shall comply with all federal, provincial and municipal laws, regulations, by-laws, zoning and set back requirements in connection with both the construction of any dwelling building and the activities conducted upon a Subject Lot. Prior to commencing construction of the dwelling building foundation, the Grantee will provide a site plan prepared by a licensed surveyor showing dwelling building location on the lands, top of footing elevation and suggested top of the wall elevation.
18. Any building constructed on a Subject Lot must abide by the following minimum set back requirements:
  - a. side yard: 25 feet; and
  - b. front yard: 50 feet.
19. The Grantee shall be wholly responsible for the construction and maintenance of their own water well on their Subject Lot.
20. The Grantee shall be wholly responsible for construction and maintenance of their own septic tank and field tile on their Subject Lot, which shall be in accordance with the specifications established by provincial regulation and by government departments.
21. Any dwelling building on a Subject Lot damaged by fire shall be removed or repaired by the owner within ninety (90) days.
22. No unsightly items, including but not limited to, large radio antenna, satellite dishes or receivers larger than 30 inches shall be erected or maintained on any part of a Subject Lot. Heat pumps and above ground storage tanks must be screened from view using suitable landscaping. The Grantee shall obtain written approval from the Developer for any other installations.
23. No clothesline on a Subject Lot shall exceed the length of 20 feet and shall be erected in the rear yard only, positioned out of sight from Kinglet Lane. There shall be no umbrella type clothes lines permitted on a Subject Lot.

24. Only fully integrated solar roofing systems that completely replace traditional roofing materials are allowed on a Subject Lot. Acceptable systems include Tesla Solar Roof, Luma Solar Roof, Solarstone Solar Roof or equivalent full-coverage solar roofing solutions that provide a seamless, uniform aesthetic. Partial solar shingle installations (e.g., CertainTeed Apollo II or similar) are only permitted if they are not visible from Kinglet Lane or Hennebury Road, they match the color and material of the rest of the roof and are integrated discreetly into the overall roof design. There shall be no traditional solar panels mounted on top of existing roofing materials, solar panels that create a mismatched or patchwork appearance on the roof or solar roof installations with visible metal framing or raised brackets are not permitted. The Grantee must submit solar roof plans and materials to the Developer for approval prior to installation. The Developer reserves the right to reject non-conforming designs that do not align with the community's architectural vision
25. No Subject Lot or any dwelling building thereon shall be used for the purpose of any profession, trade, employment, service, manufacture or business of any description that requires the public to travel to the Subject Lot, nor as a school, hospital or other charitable institution, hotel, apartment, temporary housing, vacation rental, rooming house or place of public resort, nor for any purpose other than as a private residence for the use of only one family to each dwelling building. An in-law suite within the dwelling to be occupied by immediately family members of the Grantee and that otherwise complies with applicable laws shall be permitted on a Subject Lot. For greater certainty – **the Grantee shall be prohibited from renting all or any portion of a Subject Lot or any dwelling thereon on a short term basis (less than six (6) months), including vacation rentals via AirBnB, VRBO and the like.**
26. Nothing shall be done upon a Subject Lot that is or would likely be a nuisance to the occupants of any neighbouring lands or buildings within the subdivision. Without limiting the generality of the foregoing, no one shall use recreational off-road vehicles, including ATV's, snowmobiles and dirt bikes, on a Subject Lot, Kinglet Lane, walkways, public green spaces or beaches adjacent to the Subject Lands.
27. All dwelling buildings, walls, structures, driveways and landscaping placed or maintained upon a Subject Lot or any portion thereon shall at all times be maintained in good condition and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all dwelling buildings or other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. No hedges shall exceed six (6) feet in height. All Subject Lots, whether occupied or unoccupied, shall be maintained in a manner acceptable to the Developer. The Developer may determine whether or not the Subject Lot, or any part thereof, are orderly. The Developer may have any objectionable items removed so as to restore the proper appearance of the Subject Lot, without liability therefore, and charge the Grantee for any costs incurred in the process and the Grantee agrees to pay such charges.
28. Landscaping and Tree Guidelines for Subject Lots:
- a. Grantees may plant native or ornamental trees, shrubs, and other landscaping features of their choice.
  - b. All plantings should be selected and placed with consideration for overall lot aesthetics and visual harmony within the community.
  - c. Grantees are encouraged to consider view corridors and sunlight when planting and maintaining trees, hedges, or privacy screens, to help preserve the open character of the subdivision.
  - d. Grantees are responsible for maintaining their landscaping, including trees and hedges, in a healthy and well-kept condition to support the natural beauty and overall consistency of the subdivision.
  - e. While not required, Grantees are encouraged to consult with a professional landscaper when planning their outdoor spaces, to ensure thoughtful, cohesive, and lasting landscape design.
29. There shall be no above ground swimming pools erected, unless fully enclosed by decking attached to the buildings on a Subject Lot.

30. A Subject Lot shall be kept clean, sanitary, free from refuse, debris and fire hazards at all times and no sewage or building waste or other waste material of any kind shall be dumped or stored on a Subject Lot, except clean fill for the purpose of leveling in connection with the construction or erection of a dwelling building or other structure therein or the immediate improvement of a Subject Lot. There shall be no incinerator or other refuse burning device erected or maintained on a Subject Lot.
31. No major repairs to a motor vehicle, boat or trailer shall be effected on a Subject Lot, except within a wholly enclosed garage. No portion of a Subject Lot shall be used for the storage or repair of derelict vehicles.
32. No trailer or camper with or without living, sleeping or eating accommodations, boat, or motor vehicle in excess of one tonne shall be placed, located, kept or maintained on a Subject Lot unless it is wholly stored within an attached garage. Notwithstanding the foregoing, such a trailer, camper, boat or motor vehicle may be stored (but not occupied) in the driveway or on a concrete or paved parking pad beside the garage of a dwelling, for periods of time not to exceed two weeks at a time, from May 1<sup>st</sup> to September 30<sup>th</sup> in each year.
33. No portion of a Subject Lot shall be used for the parking or storage of commercial vehicles, including, but not limited to, school buses, oil trucks, freight trucks, trucks over one tonne and any other vehicles of a similar nature.
34. No cattle, hogs, sheep, poultry, horses or other livestock or animals, other than household pets normally permitted in private homes in urban residential areas, shall be permitted or kept on a Subject Lot. No kennels and no breeding of pets for sale shall be permitted on a Subject Lot.
35. The Grantee shall not allow any pet to leave their Subject Lot unless the pet is under the immediate care and control of a competent and responsible person.
36. The Grantee shall connect the dwelling building on a Subject Lot to electricity via an underground conduit from the lot line to the dwelling.
37. The Grantee shall be responsible for any damage to Kinglet Lane, curbs, gutters, and any underground services occasioned during construction, or any works carried on by the Grantee on a Subject Lot.
38. Heavy construction vehicles shall not be driven on Kinglet Lane. Old rubber tires must be laid down for heavy track equipment to cross upon Kinglet Lane. Violation or damage to the roadway may be assessed and repair costs or fees levied to the Grantee.
39. The Grantee agrees that in the event any survey pins are lost or removed from a Subject Lot of the Grantee during construction or otherwise, the Grantee, at his/ her or its cost, shall cause a licensed surveyor to replace any such survey pins that have been removed or lost.

**C. Open Areas**

40. Conveyances of a Subject Lot may include an easement in favour of the recipient over the Open Areas. Notwithstanding the foregoing, the Developer shall retain authority over the Open Areas. The Developer may modify, enlarge, reduce or eliminate all or a portion of the Open Areas, in its sole discretion. The Developer may make rules related to the use of the Open Areas, which may include restrictions on use.
41. The Grantee shall not be permitted to encroach upon the Open Areas or to place any structure or store any personal property on any portion of the Open Areas.
42. At the Developer's sole discretion, the Developer may establish a homeowners' association and convey all or a part of the Open Areas to that homeowners' association on terms and conditions it deems appropriate.
43. The Developer does not provide assurance of any standard of maintenance of the Open Areas. Any use of the Open Areas by the Grantee shall be at the Grantee's sole risk. The Developer shall not be liable, in any

manner whatsoever for any losses, damages, injuries, costs or expenses incurred by the Grantee, their heirs and assigns, invitees, or any other users, in their use of the Open Areas.

**D. Written Approval Required:**

44. No dwelling building or other building, fence (including hedges), wall, gate post, surface or storm drainage or other structure shall be commenced, constructed or maintained on a Subject Lot unless the plans, dimensions, specifications and siting plan showing the nature, location (including the distances from the front, side and rear limits), colour, materials and height of same shall have been first submitted to and approved in writing by the Developer, who may refuse to approve any such plans, dimensions, specifications or siting plan which, in its opinion, are unsuitable or undesirable.
45. Plot plans are required to be submitted to the Developer indicating the lot grading design of the dwelling layout and proposed surface and storm drainage and landscaping and all other associated site works designed and certified by a qualified professional in this field of work preparing same indicated thereon. The design of the dwelling building, its location upon the lot, the colour of all roofs, exterior woodwork, siding and trim and all exterior masonry of the buildings to be erected shall be approved by the Developer in writing. In approving such plans, dimensions, specifications, siting plans and plot plans, the Developer may take into consideration the material and colour of all roofs, exterior walls, woodwork, windows, hardware and lighting fixtures, fencing, paving and landscaped details proposed and the harmony thereof with the surroundings and the effect of the structures as planned on the outlook from adjacent or neighbouring properties. Dwelling buildings shall use natural materials for exteriors including wood, fiber cement board, stone and brick. High-quality vinyl products (e.g. composite vinyl or James Hardie alternatives) may be used. Roof materials shall be wood, asphalt shingles (must be of the architectural or luxury type), metal (must use a "standing seam" system) or composite roof materials.
46. The Developer shall notify the Grantee of its decision to either approve or reject the said plans, dimensions, specifications, siting plans and/or plot plans within 21 days of being provided with all of the said plans, dimensions, specifications, siting plan and plot plan.
47. No signs, billboards, notices or other advertising matter of any kind (except signs of the size and type ordinarily employed by real estate brokers in the area, offering property for sale) shall be placed on any part of a Subject Lot or upon or in any buildings or on any fence, tree or other structure on a Subject Lot without the prior written consent of the Developer.
48. Except with the prior written consent of the Developer, no excavation shall be made on a Subject Lot except excavations made for the purpose of building a dwelling or completing landscaping on a Subject Lot. No material amount of soil, sand or gravel shall be removed from a Subject Lot except with the prior written consent of the Developer.
49. No Subject Lot shall be subdivided except with the prior written consent of the Developer.

**E. Developer Rights:**

50. The Grantee hereby agrees to consent to any future land development by the Developer on the Subject Lands.
51. The Developer shall have the right to convey to any governmental agencies or other public authorities any part of its remaining lands for parks, recreational or other similar purposes, for roadways or for pipes or conduits for sewage, drainage and electricity.
52. The Developer shall have the right to grade the lands within and adjacent to the Subject Lands as may be required for drainage and the construction of the streets, walkways and other improvements necessarily incidental to the development.

53. The Developer, its successors and/or assigns, may, in its sole discretion and without the consent of the Grantee, alter, waive, amend or modify any of the foregoing covenants and restrictions.

54. Wherever in this Declaration the Developer is granted a right to approve or consent, such approval or consent shall be in the Developers sole and absolute discretion.

**F. Covenants Severable:**

55. The covenants and restrictions herein are severable and the invalidity or unenforceability of any covenant or restriction shall not effect the validity or enforceability of any other.

**G. Subsequent Purchaser:**

56. The Grantee agrees to obtain from any subsequent purchaser or transferee a covenant to observe the covenants and restrictions herein set forth, including this clause.

**H. Enforcement:**

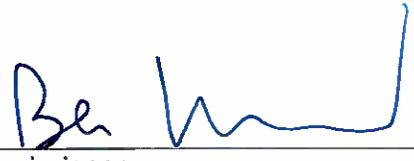
57. Enforcement of these covenants and restrictions shall be by any proceeding at law or at equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the Subject Land to enforce any obligation created by these covenants or restrictions, and failure by the Developer to enforce any covenant or restriction herein contained shall net be deemed a waiver of the right to do so thereafter.

58. These covenants and restrictions shall be binding upon and enure to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties.

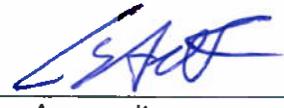
[remainder of page left blank – signature page follows]

IN WITNESS WHEREOF the Developer has set the hand of its duly authorized signing officer and has affixed its corporate seal on the day and year first above written.

SWORN before me in Charlottetown in the Province of Prince Edward Island on the 16<sup>th</sup> day of May, 2025.

  
A Commissioner

**MUDDY CREEK DEVELOPMENTS LTD.**

Per:   
Lucas Arsenault  
President

I have the authority to bind the Developer.

The undersigned, being a lender with an encumbrance over the Subject Lands, hereby consents to this Declaration and its registration.

SWORN before me in Charlottetown in the Province of Prince Edward Island on the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
A Commissioner

**DBM INVESTMENTS INC.**

Per: \_\_\_\_\_  
Blair MacLauchlan  
President

I have the authority to bind DBM Investments Inc.

## SCHEDULE "A"

### PID 808154

**ALL THAT TRACT, PIECE AND PARCEL** of land situate, lying and being on Lot or Township Number Sixty-five (65) in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** on the South side of a Sixty-six (66') foot right-of-way at the point located One Thousand Three Hundred and Ninety-five (1,395') feet West of a point at the centre of a disrupted road in continuation of the Nine Mile Creek Road (which road runs in a Southerly direction to the shore of the Northumberland Strait).

**THENCE** in a Southwardly direction at right angles to the said Sixty-six (66') foot right-of-way to a point at the shore of the Northumberland Strait.

**THENCE** in a Westwardly direction along the various courses of the said shore to a point in the Eastern boundary of property formerly in the possession of Roger and Naomi Billings.

**THENCE** North Six degrees, Zero minutes West (N. 6° 0' W.) (Magnetic 1970) for a distance of Five Hundred and Thirty (530) feet or the Southern boundary of the said Sixty-six (66') foot right-of-way.

**THENCE** Eastwardly along the Southern boundary of the said Sixty-six (66') foot right-of-way to the point at the place of commencement.

**BEING AND INTENDED TO BE** a portion of the property described in a Deed of Conveyance dated June 6, 1982 and registered August 29, 1985 in Liber 423, Folio 54 between Frederick MacLaine and spouse to Fulton MacLaine.

**TOGETHER** with the use of the said Sixty-six (66') foot right-of-way running along the Northern boundary of the property herein described which right-of-way shall be for the use of the Grantee, his heirs, executors, administrators and assigns for general purposes.

### PID 203000

**ALL THAT TRACT, piece and parcel** of land situate, lying and being on Lot or Township Number Sixty-five (65) in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** on the Shore of the Northumberland Strait at the termination of the Southeastern boundary of land formerly the property of Donald McEachern now in the possession of Neil McEachern; and running.

**THENCE** along the said Southeastern boundary in a Northeasterly direction till it strikes the Southern boundary of land in possession of Hector McLaine.

**THENCE** East along the said Southern boundary until it reaches a point in the centre of a disputed Road in continuation of the Nine Mile Creek Road.

**THENCE** along the centre of the said Road in a Southwesterly direction until it meets said Shore of the Northumberland Strait.

**THENCE** in a Westerly direction along the various courses of the said Shore to the place of commencement, containing Seventy-eight acres of land, a little more or less.

**RESERVING AND EXCEPTING THEREOUT AND THEREFROM** all that tract, piece and parcel of land situate, lying and being on Lot or Township Number Sixty-five (65) in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** at a point on the Eastern boundary of land now or formerly in the possession of Allen MacDonald, said point being at the Southwest angle of land now or formerly in the possession of Donald MacLaine.

---

**THENCE** Eastwardly along the Southern boundary of lands now or formerly in the possession of Donald MacLaine aforesaid a distance of Two Thousand, One Hundred and Ninety-five (2,195) feet;

**THENCE** South Six degrees, Zero minutes East (S. 6° 0' E.) (Magnetic 1970) a distance of Five Hundred and Thirty (530') feet or to the shoreline of the Northumberland Strait.

**THENCE** Westwardly following the various courses of the shoreline of the Northumberland Strait until it meets the said Eastern boundary of lands now or formerly in the possession of Allen MacDonald.

**THENCE** North Thirty-two degrees, Zero minutes East (N. 32° 0' E.) along the said Eastern boundary of lands now or formerly in the possession of Allen MacDonald a distance of Three Hundred and Fifty-three (353) feet or to the point at the place of commencement, said parcel of land to contain twenty-five (25) acres of land, a little more or less.

**BEING** the lands and premises described in a Deed of Conveyance from Rankin MacLaine and Louise MacLaine to Roger Billings and Naomi Billings, dated February 12, 1971, and registered in the Queens County Registry Office on the 12<sup>th</sup> day of February, A.D. 1971, in Liber 168, Folio 665.

**ALSO EXCEPTING THEREOUT AND THEREFROM** the following lands:

**ALL THAT TRACT, PIECE AND PARCEL** of land situate, lying and being on Lot or Township Number Sixty-five (65) in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** on the South side of a Sixty-six (66') foot right-of-way at a point located One Thousand, Three Hundred and Ninety-five (1,395') feet West of a point at the centre of a disputed road in continuation of the Nine Mile Creek Road (which road runs in a Southernly direction to the Shore of the Northumberland Strait).

**THENCE** in a Southwardly direction at right angles to the said Sixty-six (66') foot right-of-way to a point at the Shore of the Northumberland Strait.

**THENCE** in a Westwardly direction along the various courses of the said Shore to a point in the Eastern boundary of property formerly in the possession of Roger and Naomi Billings.

**THENCE** North Six degrees Zero minutes West (N. 6° 0' W.) (Magnetic 1970) for a distance of Five Hundred and Thirty (530') feet or to the Southern boundary of the said Sixty-six (66') foot right-of-way.

**THENCE** Eastwardly along the Southern boundary of the said Sixty-six (66') foot right-of-way to the point at the place of commencement.

**BEING AND INTENDED TO BE** a portion of the property described in a Deed of Conveyance dated June 6, 1982 and registered August 29, 1985 in Liber 423, Folio 54 between Frederick MacLaine and spouse to Fulton MacLaine.

**TOGETHER** with the use of the said Sixty-six (66') foot right-of-way running along the Northern boundary of the property herein described which right-of-way shall be for the use of the Grantee, his heirs, executors, administrators and assigns for general purposes.

**SCHEDULE "B" - EXEMPT LOTS**  
**Lots 25-12, 25-13 and 25-14**

**LOT 25-12**

**ALL THAT PARCEL OF LAND** situate, lying and being in Lot or Township No. 65, Rice Point, in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** at a found survey marker designated as survey marker number 458, as the same is shown on the Approved Plan, having co-ordinates Northing 675738.919, Easting 381169.826.

**THENCE** on an azimuth 69° 42' 10" for the distance of 1.155 Metres or to found survey marker No. 459;

**THENCE** on an azimuth 72° 06' 46" for the distance of 112.249 Metres or to placed survey marker No. 457;

**THENCE** on an azimuth 162° 07' 15" for the distance of 95.078 Metres or to placed survey marker No. 418;

**THENCE** on an azimuth 74° 04' 03" for the distance of 23.305 Metres or to placed survey marker No. 417;

**THENCE** on the arc of a curve having a radius of 20.117 Metres for an arc distance of 31.302 Metres or to placed survey marker No. 420;

**THENCE** on an azimuth 249° 32' 07" for the distance of 17.950 Metres or to placed survey marker No. 419;

**THENCE** on an azimuth 162° 07' 15" for the distance of 50.403 Metres or to placed survey marker No. 455;

**THENCE** continuing on an azimuth 162° 07' 15" for the distance of 40 Metres, a little more or less, or to the ordinary high water mark of the Northumberland Strait;

**THENCE** in an Westerly direction running along the various courses of the ordinary high water mark of the Northumberland Strait for a distance of 110 Metres, a little more or less, or to the Eastern corner of PID 658708;

**THENCE** on an azimuth 335° 20' 25" for the distance of 28.5 Metres, a little more or less, or to found survey marker No. 477;

**THENCE** continuing on an azimuth 335° 20' 25" for the distance of 129.171 Metres, or to found survey marker No. 458 and being the point at the place of commencement.

**BEING** Lot. No. 25-12 on the Approved Plan and containing an area of 19,276 Square Metres, a little more or less.

**LOT 25-13**

**ALSO ALL THAT PARCEL OF LAND** situate, lying and being in Lot or Township No. 65, Rice Point, in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** at a placed survey marker designated as survey marker number 460, as the same is shown on the Approved Plan, having co-ordinates Northing 675759.291, Easting 381282.412.

**THENCE** on an azimuth 72° 06' 46" for the distance of 53.340 Metres or to placed survey marker No. 461;

**THENCE** on an azimuth 162° 07' 15" for the distance of 75.525 Metres or to placed survey marker No. 415;

**THENCE** on an azimuth 247° 29' 26" for the distance of 20.349 Metres or to placed survey marker No. 416;

**THENCE** on the arc of a curve having a radius of 20.117 Metres for an arc distance of 10.482 Metres or to placed survey marker No. 417;

**THENCE** on an azimuth  $254^{\circ} 04' 03''$  for the distance of 23.305 Metres or to placed survey marker No. 418;

**THENCE** on an azimuth  $342^{\circ} 07' 15''$  for the distance of 79.838 Metres or to placed survey marker No. 460 and being the point at the place of commencement.

**BEING** Lot. No. 25-13 on the Approved Plan and containing an area of 4,183 Square Metres, a little more or less.

**LOT 25-14**

**ALSO ALL THAT PARCEL OF LAND** situate, lying and being in Lot or Township No. 65, Rice Point, in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** at a placed survey marker designated as survey marker number 461, as the same is shown on the Approved Plan, having co-ordinates Northing 675775.674, Easting 381333.174.

**THENCE** on an azimuth  $72^{\circ} 06' 46''$  for the distance of 54.139 Metres or to placed survey marker No. 462;

**THENCE** on an azimuth  $162^{\circ} 06' 46''$  for the distance of 71.147 Metres or to placed survey marker No. 414;

**THENCE** on an azimuth  $247^{\circ} 29' 26''$  for the distance of 54.326 Metres or to placed survey marker No. 415;

**THENCE** on an azimuth  $342^{\circ} 07' 15''$  for the distance of 75.525 Metres or to placed survey marker No. 461 and being the point at the place of commencement.

**BEING** Lot. No. 25-14 on the Approved Plan and containing an area of 3,971 Square Metres, a little more or less.

\*\*\*\*\*

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**GRANDVIEW ESTATES**

\*\*\*\*\*

COX & PALMER  
Barristers & Solicitors  
97 Queen Street, Suite 600  
Charlottetown, P.E.I.  
C1A 4A9

Per: Ben Howard

File No. 20055870-6

---

CERTIFICATE OF REGISTRATION OF  
DUPLICATE INSTRUMENT

THIS DOCUMENT has not been examined, but  
purports to be a duplicate of an instrument registered

The 16th Day of May A.D., 2025, as

Doc # 4093

In Queens County Registry Office

Book 6134

Fee: 77.25

*Alex M. Lead*

ASST REGISTRAR