

1. COVENANTS

Each member shall agree to observe and comply with the covenants and the building scheme for Creg Quay which are attached hereto and form part of this By-law. The covenants and the building scheme take precedence and supersede the content of Schedule A. Each member shall be responsible to ensure that any other occupant or guest at Creg Quay will also observe and comply with said covenants and building scheme.

2. FEES

2.1. The classes of fees for which members are liable will be established by the board of directors currently being, but not limited to:

Maintenance

Reserve

2.2. The maintenance fee for the subsequent year will be established by the board of directors and submitted to the voting members in October of the current year.

2.3. The annual reserve fund will be determined by resolution of the board of directors and ratified by the voting members.

3. INTERPRETATION

In all by-laws of the Corporation, the singular shall include the plural and the plural the singular. The word "person" shall include firms and corporations, and the masculine shall include the feminine.

COVENANTS

Creg Quay residents enjoy the benefits of a private community concept which gives them exclusive use of roads, municipal services, common areas and a recreational waterway system. All residents share the cost of maintaining and operating the community. To ensure continued lands Quay Estates Residents Association of Bainsville was formed with membership given to each property owner. The Association works to protect the mutual interests related to owning a home and living in Creg Quay Estates.

1. The property owner must become a member of the Residents Association. Quay Estates Residents Association of Bainsville, and abide by its By-laws.
2. The Property Owner shall pay his or her share of the maintenance fees and contributions to the reserve fund and any other assessment approved at a general meeting. Failure to do so will result in appropriate legal action, as approved by the Board.
3. There shall be no disposing of garbage by incineration or burying on the said lands. No Property Owner shall place, leave or permit to be placed or left in or upon the said lands or any part of the common areas or common facilities any debris, refuse, garbage or other discarded items. Property Owner shall be responsible for keeping garbage tightly wrapped and placed in garbage bags in garbage containers or storage areas (attached to the dwelling); said containers or storage areas must be protected from animals.
4. No motorized vehicle other than a private passenger vehicle, motorcycle or light truck of a length less than 20 feet (6.1 metres) shall be parked or stored in the open on any of the said lands or common areas.
5. No boat trailer, travel trailer, ski-doo trailer or other trailer that requires a licence plate to be affixed according to the Ontario traffic act shall be parked or stored in the open on any of the said lands or common areas. Short term parking (less than one week) is permitted for the purpose of loading, unloading or cleaning of such trailers.
6. Temporary storage facilities, including garages (Tempos) are strictly forbidden With the following exceptions:
 - a. A maximum of two (2) small storage units (deck boxes or similar) not exceeding 5 x 3 x 3 feet (1.4 x 0.9 x 0.9 metres) to be placed on or immediately adjacent to the deck or patio; and
 - b. One (1) storage unit not exceeding 8 feet (2.4 metres) high with an area no larger than 30 square feet (2.8 square metres) to be placed adjacent to a wall of the house not facing a street.
7. No person shall drive any vehicle within the Community at a speed exceeding 25 km/h.
8. The Property Owner shall respect any water use restrictions that may be imposed by QERA or the operator of the water system in times of drought.
9. No incinerators shall be permitted outside of any building or on any of the said lands. Outdoor fireplaces shall not be used to burn any organic material other than dry untreated wood.

10. The Property Owner shall not permit the said lands to be in an unkempt condition by allowing the grass to remain uncut, planted areas to become overgrown, or by not maintaining the lands and building in a good state of repair.
11. The Property Owner shall not permit the storage of materials under a porch, deck or veranda on the said lands unless same is completely enclosed.
12. No individual swimming pools are permitted.
13. Only one "For Sale" sign no larger than three (3) feet by three (3) feet shall be erected on the said lands for each property that is for sale.
14. No person under the age of 18 years shall be permitted to permanently reside in the Creg Quay Estates Community. Persons under the age of eighteen years shall be permitted to visit the Community.
15. All cats and dogs in open areas must be kept on a leash and the owner shall be responsible for the removal of all excrement from the said lands.
16. Community security and safety requires that the driveway post light on each property remain lit from dusk to dawn, year-round, if there are no streetlights adjacent to the property.
17. The Association undertakes and agrees that the restrictions as herein set out shall be applicable to all lots or plans of subdivision in the Creg Quay Community.
18. Vegetable gardens are restricted to the community garden area.
19. The property owner is not permitted to use his/her dwelling for the purpose of short-term rentals. This includes Airbnb and VRBO (HomeAway). Definition of "short term" is for a period of 3 months or less. All exceptions must be reviewed by the QERA board of Directors.
All renters must comply with all covenants as stated in these bylaws.
20. All Creg Quay Estates facilities are restricted to residents and owners only or a guest(s) accompanied by a resident or owner. Therefore, proof of residency or ownership could be required.
21. Non-enforcement of restrictive covenants, terms or conditions shall not amount to or be construed as or deemed to be a waiver of required compliance by the Property Owner with such covenants and the Association shall have the right at any time to enforce any or all of the covenants.
22. The Property Owner agrees that this agreement may be registered on title and the conditions shall run with the said lands.
This agreement shall endure to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.