PARKWAY ESTATES - BUILDING RESTRICTIONS

THESE RESTRICTIONS SHALL RUN WITH AND BE BINDING UPON THE HEREIN DESCRIBED LANDS:

1. The transferee agrees to indemnify and save harmless the transferor, its heirs, executors, administrators, successors and assigns, from all loss, damage, damages, costs, expenses, claims, demands, actions, suits, or other proceedings of every nature and kind, arising from or in consequence of the execution, non-execution or imperfect execution of any work upon the land whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the transferee.

2. The Transferee agrees to exercise all reasonable care during building operations so as not to interfere with the municipal services installed in the subdivision and without limiting the generality of the foregoing to keep the total road allowance in front of and flanking the land and/or any easement on, over or under the land, at all times, free from all building materials, fill from excavations and/or construction equipment, so as not to obstruct in any way the installation of curbs, streets, municipal and utility services, landscaping and the use thereof.

3. The Transferee agrees not to cause any dirt or debris to be placed on any road or in the general construction area, and to clean up any dirt or debris that has been placed, allowed or caused to be placed on any road or in the general construction area when required or requested by the Township of South Stormont or the Transferor and to indemnify the Transferor against any claims made against it as a result of any breach of the provisions of this paragraph by the Transferee.

4. The Transferee agrees that no building, or other structure shall be commenced, constructed or maintained on the land, until the plans, specifications and site plan showing the nature, location, colour, materials, heights of such building, or other structure and any additions or alterations thereto shall have been submitted to and approved in writing by the Transferor, its heirs, executors, administrators, successors and assigns, who may in its discretion refuse to approve of any such plans, specifications or site plan, which, in it opinion are unsuitable or undesirable. In approving such plans, specifications and site plan, the Transferor, its heirs, executors, administrators, successors and assigns, may take into consideration, the material and colour of all roofs, exterior walls, woodwork, windows, hardware and lighting fixtures, fencing, paving, and landscaping details proposed and the harmony thereof with the surroundings and the effect of the structures as planned on the outlook from adjacent or neighbouring land.

5. The Transferee agrees that no one storey dwelling unit shall be erected on the land or any part thereof which will have an area of no less than 1,200 square feet excluding the

attached garage excluding attic and basement and no two- storey dwelling unit shall be erected on the land or any part thereof will have an area of less that 1,500 square feet excluding attached garage, attic and basement.

6. The Transferee agrees that no dwelling unit in this subdivision will be constructed without an attached garage.
7. The Transferee agrees that no motor vehicle, other than private passenger vehicles, nor boats or watercraft of a length exceeding 15 feet, shall be parked upon the land or any part thereof unless concealed in wholly enclosed garage.
8. The Transferee agrees that no major repairs to a motor vehicle, boat or watercraft shall be effected save within a wholly enclosed garage.
9. The Transferee agrees that no trailer with living, sleeping or eating accommodations shall be parked or stored on any front or side yards. Trailers with said accommodations may be parked in rear yards only. Water vehicles under 20' are permitted to be parked in rear yard only during the winter months, being November 1 to April 30. Prior and subsequent to these dates the said water vehicle must not be parked or stored on resident's driveway, front, side or rear yard.
10. The Transferee agrees that no livestock other than household pets such as one cat or one dog shall be kept upon their land. No breeding of pets for sale shall be carried on upon the land.
11. The Transferee agrees that all wiring for the lawn lamps and public utilities, including cablevision, to be installed on the land shall be underground wiring.
12. The Transferee agrees to pave the driveway to be located on the land as well as the driveway entrance between the lot and travelled portion of the road with asphalt, concrete or interlocking brick within one year of the completed construction or the dwelling.
13. The Transferee agrees that there will be no permanent storage of any material on the front, sides, or rear yard.
14. The Transferee agrees that there will be no signs erected on the lot for advertising purposes of any kind, except the ordinary signs offering the lands or buildings therein for sale.
15. The Transferee agrees there will be no commercial vehicles in excess of 4000 kgs. stored on any driveways, front, side, or rear yards.

16. The Transferee agrees that construction of the residential dwelling shall begin only on receiving dwelling design approval from the Township of Osnabruck and only in accordance with the stipulations as outlined in this subdivision agreement.

17. The Transferee shall not alter the slope of the land or interfere with any drains established on the land except in accordance with the established grade control plan, without the written consent of the Township Engineer of the Township of South Stormont, and without limiting the foregoing, the Transferee agrees as follows:

    a. 1. For the benefit of all lands within the plan of subdivision and including all the lands dedicated to the Township of South Stormont for municipal streets and parks within this plan of subdivision the purchaser, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not alter the slope of lands, except in accordance with the established grade control plan, without prior written consent of the Township.

    b. The Township of South Stormont shall at any time enter upon the lands for purpose of inspection or restoration of the established grade control plan and the cost to the Township in performing any restoration work shall be paid to the Township by the owner of the lands upon which such restoration work was performed within 30 days of demand thereof by the Township, and failing payment as aforesaid the costs shall be added to the tax roll and collected in like manner as municipal taxes. The express intent of this covenant is that same shall run, with the lands within the subdivision by providing proper and adequate drainage.

18. The Transferee shall not erect or place a satellite dish, television antenna or similar device within 20 feet of a property line or anywhere on the land or building located on the property without the prior written approval of the Transferor.

19. The Transferee agrees to comply with all of the Township of South Stormont zoning bylaws relating to the land and use therein including, but not limited to, those applied to setbacks, side yards, front yards, rear yards and elevations. Front setbacks within this subdivision are to be 10 meters from the road allowance property line, to front of dwelling, including attached garage.

20. The Transferee agrees that the lot shall be used for a private residential purpose only. No attached, or semi-detached house, duplex or apartment, or any house designed for more than one family shall be erected on their lot, and not more than one detached dwelling house, with an attached garage, may be erected on any lot in the plan of the subdivision.

21. No lot on the plan of the subdivision can be subdivided in any manner.

22. No accessory buildings shall be erected, save and except for a storage shed not to exceed 340 square feet in area and not smaller than 200 square feet detached and which shall be of similar construction to the residential building located on the same lot. Accessory buildings shall be constructed with eaves to a maximum of 8 feet from ground level, roofs peek to be constructed to a maximum of 12 feet from ground level. The accessory building shall be 1-storey maximum, with front, sides and rear walls to be clad in brick, stone, metal, vinyl or aluminum siding.

23. No part of the lot, or any building erected thereon, shall be at any time be used for the purpose of any profession, trade, or business of any type or description, nor shall any lot, or any part of any building be used as a school, hospital or other charitable institution, nor as a hotel, an apartment house, duplex, boarding or lodging house, or place of business.

24. All residential dwellings in this subdivision shall have the front exterior wall, including the attached garage, clad in a minimum of 50% brick or stone. The sides and rear exterior walls must be clad in brick, stone, metal, vinyl or aluminum siding.