

Updated on Feb 21, 2002 and registered with City of Kitchener:  
The Land Registrar for the Land Titles Division of Waterloo No. 58:

RESTRICTIVE COVENANTS FOR SETTLER'S GROVE SUBDIVISION Definitions;  
In the restriction, the following words and expressions shall have the following meanings:

- (a) "Vendor" means the Vendor, Seller, Builder/Developer, Grantor, Transferor or Lessor named in the annexed document and includes the successors and assigns of the Vendor.
- (b) "Purchaser" or "Transferee" herein means the Purchaser, Buyer, Grantee, Transferee or Lessee named in the annexed document and includes the heirs, executors, administrators, successors and assigns of the Purchaser.
- (c) "Land" or "Lot" means the land to be sold, conveyed, transferred or leased by the said document and described therein.

Duration;

These restrictions shall run with the lands in the perpetuity from the date of registration of the Plan of Subdivision.

Drainage;

1. The Purchaser acknowledges and agrees that the drainage for the land shall conform to the approved overall drainage plan for the lands in the Plan of Subdivision and shall not be altered without the approval of the Municipality;
2. The Purchaser acknowledges and agrees that the roof water shall be discharged onto the surface of the ground and not be connected to the storm sewers without the approval of the Municipality;
3. The Purchaser acknowledges and agrees that the construction of any accessory building or structures (including swimming pools) shall require the approval of the Municipality.

Building Restrictions;

1. No structures other than a house and garage and without restricting the generality of the foregoing, no TV or radio tower or antenna or any satellite dishes, sheds, clotheslines, basketball backboards and any above ground pools shall be erected on the said land. Provided further that no fences shall be erected and/or installed on the said land until the location, design, height and materials shall first be approved in writing by the Vendor. In the event of the Transferee's default other covenants and restrictions contained herein in this paragraph, the Transferor shall hereby be allowed to enter upon the said lot to rectify and/or to remedy any non-compliance, all costs of which shall be borne by the Transferee, non-payment of which shall constitute a lien on the said lot.

2. The construction of any fence must have the approval of the Vendor's Landscape Architect and must have plants, shrubs or trees planted to screen 75% of the fence if it abuts a street, public right of way, park or any public area.

3. No animals, fish or fowl of any kind may be kept or maintained on the said land, other than household pets normally permitted in private homes. No more than two cats, or two dogs, or one cat and one dog shall be kept on the said lands and there shall be no commercial breeding of such animals, fish or fowl.

4. No vehicle or vehicles of any kind and without restricting the generality of the foregoing, including any trucks, trailers, recreational vehicles and boats, shall be parked on the said lot other than passenger automobiles in good working order.

5. The Purchaser agrees that garage doors must be of the same or complimentary (but not contrasting with the exception of white) colour to the brick and siding on the main floor exterior of the house.

6. The Purchaser agrees to maintain his yard in good condition free from litter, debris and animal droppings.

Page 3 of 5

7. No building erected on the land shall be used for the purpose of any profession, trade, employment, manufacture or business of any description, not as a school, hospital or other charitable institution, nor as a funeral home or crematorium or anything in the nature thereof, not as a hotel, apartment house, duplex, rooming house or place of public resort, nor for any sport or game other than such games as are customarily played in connection with the occupation of a private residence, nor for any other purpose other than that of a private residence for the use of one family only or as provided by any municipal by-law or regulation affecting, the said property and garage for the use of the occupants thereof, nor shall land without a building be used, nor shall anything be done on the land or in any building thereon which may be of an annoyance or nuisance to the occupiers of neighbouring lands.

8. No signs, billboards, notices or advertising matter of any kind shall be placed upon the lands, except "for sale" signs or with the prior written consent of the Vendor, and provided that the same are not in violation of the Municipality's sign by-law or other applicable authority.

9. The Purchaser agrees with the Vendor that failure to comply with any of the above restrictive covenants will result in a Court Order to rectify or remove any work by the Purchaser which in turn will result in a lien against the property. All legal expenses and any other expenses incurred by the builder/developer to rectify, shall be at the expense of the Purchaser herein on a solicitor and his own client basis.

Residents' Association

10. (a) The Purchaser hereby covenants and agrees to be a member in good standing of the Settler's Grove Community Association (hereinafter referred to as the "Association") and agrees at all times to pay such fees, dues, levies and special assessments as are imposed from time to time by the said Association for the purpose of carrying out its objects and acknowledges that membership in the Association is mandatory so long as the Purchaser owns lands and premises within the Settler's Grove Community;
- (b) The Purchaser as a member of the Association covenants and agrees to cause the Association, if applicable, to carry out and perform all the terms and conditions and provisions of any agreement with the municipality with respect to the maintenance of landscaped berm areas, park lands including walkways owned by the municipality;
- (c) The Purchaser covenants and agrees as a member of the Settler's Grove Community Association to cause the Settler's Grove Community Association to maintain and repair and operate at its own expense the landscaped berm area and such other works or facilities as may from time to time be undertaken by the Association located on lands within the Audubon Townhouse and Settler's Grove Community development in accordance with a landscape plan approved by the Vendor;
- (d) The Purchaser covenants and agrees as a member of the Settler's Grove Community Association to cause the Settler's Grove Community Association to maintain the turf and landscaping (including but not limited to grass cutting, fertilization, aeration, weed and pest control, tree, shrub and flower plantings and care) in accordance with a landscape plan approved by the Vendor;
- (e) The Purchaser acknowledges that there is no obligation whatsoever on the part of the municipality to maintain or repair or do any act or thing whatsoever with respect to the landscaped berm areas located on lands owned by the Municipality and the Purchaser acknowledges, covenants and agrees that any entry by the Purchaser on the landscaped berm areas so as to maintain the said areas shall be deemed to be with the licence of or pursuant to a lease with the Municipality to the intent that the Purchaser shall not acquire title to the landscaped berm areas by possession or prescription;
- (f) The Purchaser further agrees to execute the Deed and covenants contained therein;
- (g) The Purchaser agrees to be bound and to comply with any rules and regulations which may be imposed from time to time by the Association, including without limitation, any such rules and regulations governing the leasing of the Building on the Lot or the leasing of the Lot;

(h) If the Purchaser does not maintain and keep the lands and building in proper repair and condition, based on good maintenance practices and in accordance with the Building Restrictions herein, the Association may make any necessary repairs and maintenance to the land and Building, the costs of which shall be borne by the Purchaser and paid by the Purchaser forthwith on demand.

#### Assignability

11. Any of the obligations, rights and covenants of the Vendor contained in these restrictions may be assigned to the Association and upon such assignment, the Association shall assume all obligations, rights and covenants of the Vendor and perform the same as would be performed by the Vendor and, without limiting the foregoing, to and including the issuance of any certificate of compliance to date with respect to these restrictions;

#### Variation of Restrictions

12. The Vendor may agree to vary, alter, amend or remove any of the foregoing conditions in respect of these or any other lands on the said plan without notice to or consent of the Purchaser or the owner of any other land to which the foregoing conditions may apply so long as such variation, alteration, amendment or removal is not, in the opinion of the Vendor, a substantial deviation from the general nature of the foregoing conditions.

#### Covenants to Run With the Lands

13. To the intent that the burden of this covenant may run with the lands in respect of which they respectively covenant in perpetuity, the Vendor as to the building lots forming part of the blocks on the registered plan remaining vested in it and the Purchaser as to the lands described in the within conveyance DO HEREBY MUTUALLY COVENANT AND AGREE each with the other and the Purchaser also HEREBY COVENANTS AND AGREES with the owner or owners for the time being of any lands to which is attached the benefit of stipulations, restrictions and provisions of these restrictions and with their respective heirs, executors, administrators, successors and assigns to observe and comply with the stipulations, restrictions and provisions set forth in these restrictions and that nothing shall ever be erected, placed or done upon the lands as to which they respectively covenant, in breach or violation or contrary to the fair intent and meaning of the said stipulations, restrictions and provisions and to exact covenants the same as those contained herein from the Purchaser in any conveyance which the Vendor and the Purchaser may make of the said building lots or the lands respectively or any part thereof. These covenants shall not be held binding upon the Vendor or the Purchaser, or any other person, except in respect of breaches committed or conducted during their, his or her joint or sole seisin of or title to the lands upon or hi respect of which such breaches shall have been committed.

### Successors

14. The Purchaser for itself, its heirs, administrators, executors, successors and assigns covenants and agrees that in the event that it shall transfer or dispose of the whole or any part of the Lot, it shall exact from any purchaser or assignee a covenant to comply with all the covenants herein contained including this requirement to exact this same covenant from any subsequent purchaser or assignee.

### Severability

15. If for any reason whatsoever any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

1. is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and
2. continues to be applicable to and enforceable to the fullest extent permitted by law against any part and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

(Updated and distributed by Thomasfield on Feb 21/02)