

## **Covenants and Restrictions**

### **1. Covenants**

The following covenants shall be covenants running with the lands in Plan 4M-937 and Blocks \_\_\_\_\_ for the benefit of the lands within the plan of subdivision 4M-937 with Blocks \_\_\_\_\_ and it is hereby declared agreed that any person so holding or claiming shall have the right to enforce observance of the said stipulations, restrictions and provisions by any other person so holding or claiming, so that the said stipulations, restrictions and provisions shall ensure to and be for the mutual benefit of all persons so holding or claiming. Those covenants are not to be held binding upon any person except in respect of breaches committed or continued during their, his, her or its joint or sole seisin of or title to the lands upon or in respect of which such breaches shall have been committed.

### **2. Building Restrictions**

Notwithstanding anything herein contained, no building, fence (including hedges), erection, or landscaping of any kind shall be erected on the said lands unless the plans, specifications and elevations including all exterior colours and materials shall first be submitted and approved in writing by SUNSET LAKES DEVELOPMENT CORPORATION or its assignee and no building or structure or improvement shall be constructed on the lands otherwise than in conformity with such approved plans, specifications and elevations. Such approvals of Sunset Lakes Development Corporation, or its appointee, shall be deemed to have been given unless within thirty (30) days after receipt by Sunset Lakes Development Corporation of the required material, Sunset Lakes Development Corporation informs the party or parties requesting such approval in writing that it refuses such approval and the reasons for such refusal.

The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that no dwelling unit shall be erected on the said parcel of land or any part thereof which shall have an area of not less than 1,500 square feet for a bungalow, 1,500 square feet on the ground floor for a split level, or 1,200 square feet on the ground floor for a two storey, with a minimum of 800 square feet on the second floor, of liveable space excluding attic and basement and garage areas and other areas which are not normally heated and in addition not less than a two car garage and paved or other driveway surface approved by Sunset Lakes Development Corporation or its appointee.

The Developer reserves an easement in favour of itself, its servants, agents, successors and assigns to permit such persons, until such time as the Developer has been released from all of its obligations of the subdivision agreement, to enter upon the real property for the purpose of performing any work that the Developer is required to perform pursuant to the subdivision, or other agreement.

### 3. Transfer Covenants

Pursuant to the terms of the Subdivision Agreement with the Corporation of the Township of Osgoode the following covenants shall be incorporated in all Transfers with the express intent that they shall be covenants running with the lands for the benefit of the lands in the subdivision as a building scheme:

1. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grade control plan, without the written consent of the Township Engineer of the Township of Osgoode and Sunset Lakes Owners Association.
2. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not fill in any ditches or swales on the lands described herein or in any road ditch adjacent to the said lands nor install any storm sewer in any such ditches or swales including road ditches adjacent to the said lands without the prior written consent of the Township Engineer of the Township of Osgoode and Sunset Lakes Owners Association.
3. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will maintain the land from the edge of the gravel shoulder to the lot line in a neat and orderly fashion including cutting of grass regularly and replacing any that dies, maintaining the stone infiltration strip where provided removing any debris, leaves, grass and sediment all to the satisfaction of the Township of Osgoode and Sunset Lakes Development Corporation and pursuant to the Subdivision Agreement with the Corporation of the Township of Osgoode.
4. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that any well drilled and any sanitary system installed on the lands herein described shall be located and constructed in accordance with the most stringent requirements of the Township of Osgoode and the Ministry of the Environment and Sunset Lakes Architectural and Design Guidelines and in particular with any requirements in any Subdivision Agreement affecting these lands.
5. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall not cause or permit the discharge of water from a sump pump on his lands directly into any ditch or drain located on any public highway adjacent to his lands. However, sump pump outlets may discharge into entrance pipes provided the sump pump pipe is inserted into the pipe a minimum length of one metre and the Transferee provides a check valve on the sump pumps.

6. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the use of heat pump/water furnace systems will require from the Ministry of the Environment a “permit to take water” if usage reaches 50,000 litres per day and under no circumstances shall discharge be allowed to enter ditches or swales under the jurisdiction of the Township of Osgoode and Sunset Lakes Development Corporation and all discharge into an open loop system shall be in a second well constructed in accordance with Schedule “J” of the subdivision agreement with the Township of Osgoode and to the same depth and/or aquifer as the supply well.
7. The Transferee, his heirs, executors, administrators, successors and assigns, are advised that the drainage system on lots is part of the storm water management system and in order to function properly the homeowner shall maintain grass within the swales keeping it cut to an optimum height of 10 centimetres and shall ensure the swales are not obstructed by physical structures, disposition of materials or alterations to the grade. Failure to comply will result in the Township taking corrective action and charging costs back to the property.
8. The Transferee, for himself, his heirs, his successors and assigns covenants and agrees that because the storm water management system for this subdivision will ultimately require repair or replacement in the future, the Township may seek to recover from the then Owner a proportionate share of the cost pursuant to applicable legislation.
9. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall pay to the Township and the Regional Municipality of Ottawa-Carleton the subdivision development charges for that lot, as provided for in Schedule “D” of the Subdivision Agreement for that lot, as well as any school board development levies. The Transferee, his heirs, executors, administrators, successors and assigns shall not apply for, nor shall the Township be under any obligation to issue, any building permit for any dwelling unit, on his lot until he has paid the aforesaid charges with respect to that lot.
10. All buildings shall be constructed in accordance with the zoning restrictions applicable to the area.
11. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he, or the person obtaining the building permit for the residential unit, shall supply and install an automatic photo-cell operated lawn lamp to be located at the edge of laneway within 1.5 metres of the street allowance limit; power supply to be provided from the dwelling unit, all as more particularly described in Schedule “N” of the Subdivision Agreement.

12. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he, or the person obtaining the building permit for the residential unit, shall plant and maintain one tree on his lot located not further than 2.5 metres from the street allowance limit and not closer than 2.5 metres to a driveway, all as more particularly described in Schedule "M" of the Subdivision Agreement.
13. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to protect and repair any damage caused to subdrain pipes which are located under roadside ditches.
14. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that although development of this subdivision is consistent with Provincial Noise Standards it is likely residents will experience exposure to aircraft noise from Ottawa International Airport and further that there are no plans to relocate the airport facility.
15. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that the Region does not guarantee nor warrant the quality or the quantity of groundwater. If, at some future date, the quality or quantity of the groundwater becomes deficient, the Region and the Township of Osgoode bear no responsibility financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the owner.
16. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the construction of wells shall be supervised by a qualified engineer, as approved by the Township of Osgoode, who shall certify by signing the "Well compliance" form set out in Schedule "J" of the subdivision agreement with the Township of Osgoode that wells are constructed in accordance with the specifications in the Hydrogeological Report including all addendums.
17. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that the landscaped boulevard on Tranquil Gate, the pathways, lakes and future park facilities are provided for the sole use and enjoyment of the residents of this subdivision and future maintenance shall be the sole responsibility of "The Sunset Lakes Owners Association" and further acknowledges that the Township has no responsibility whatsoever for maintenance of the said boulevard, pathways, lakes or facilities. The Transferee acknowledges that the Region and the Township are not responsible for the surface quality of the proposed lakes prior to, during or after construction. These responsibilities are solely that of the "Sunset Lakes Owners Association".

18. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that the Region and the Township are not responsible for the surface quality or the proposed lakes prior to, during and after construction. These responsibilities are solely that of the Owner and its successors in title.
19. The following covenant shall be incorporated in all contracts for sale of Lots 1- 5 inclusive, 13 – 21 inclusive, 28, 29, 31, 32, 33, 38, 39, 46 – 57 inclusive, 64 – 67 inclusive, 73, 74 and 75 (described in Schedule “A” of the Subdivision Agreement with the Township) and in all Transfers from the Owner for Lots 1- 5 inclusive, 13 – 21 inclusive, 28, 29, 31, 32, 33, 38, 39, 46 – 57 inclusive, 64 – 67 inclusive, 73, 74 and 75 (described in Schedule “A” of the Subdivision Agreement with the Township) with the express intent that this is an agreement made under a Subdivision Agreement and it shall be a covenant running with the land for the benefit of the lands of the Township described in the storm sewer and drainage easement referred to in Schedule “E” of the Subdivision Agreement with the Township which is registered on the title to the lands described herein:
  1. “the Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that he is aware of the provisions of the Township’s standard form of sewer and drainage easement which reads in part as follows: “The Transferor for himself/herself/itself and for his/her/its heirs, executors, administrators, successors and assigns, covenants with the Transferee that the Transferor shall not construct any fences on the lands described in Schedule “B” (of the easement, which are the same as the lands in Paragraph 2(a) of Schedule “E” of this Subdivision Agreement) and that the Transferor shall not plant or maintain any trees or shrubs of any nature which when mature reach a height greater than two metres.”  
and the Transferee covenants and agrees to comply with such requirements.”
20. The following covenants shall be incorporated in all contracts for sale of all lots described in Schedule “A” (in the Subdivision Agreement with the Township) and in all Transfers from the Owner for all lots described in Schedule “A” (in the Subdivision Agreement with the Township) with the express intent that this is a covenant made under a Subdivision Agreement and it shall be a covenant running with the land for the benefit of the lands in this subdivision:”The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that:
  1. lots shall be made suitable for installation of sewage systems prior to, or at the building permit stage to the satisfaction of the Ministry of the Environment in

accordance with Ontario Regulation 358/90 made under the Environmental Protection Act;

2. the development shall be in accordance with drawings C1-Lot lay out plan prepared by D.B. Gray Engineering Inc.;
  3. the Report prepared by Jacques Whitford Limited entitled "Hydrogeological Assessment" dated December 1990 and all addendum (the hydrogeological report) are available from the Owner to lot purchasers as a guide to development;
  4. wells shall be located and constructed in accordance with the recommendations of the Hydrogeological Reports and shall be completed in conformance with the Township of Osgoode well compliance programme;
  5. wells shall be constructed in accordance with Ontario Regulations 612/84."
21. The following covenants shall be incorporated in all contracts for sale of all lots described in Schedule "A" (in the Subdivision Agreement with the Township) and in all Transfers from the Owner for all lots described in Schedule "A" (in the Subdivision agreement with the Township) with the express intent that this is a covenant made under a Subdivision Agreement and it shall be a covenant running with the land for the benefit of the lands in this subdivision:"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that school accommodation problems exist in the Carleton Board of Education elementary schools designated to serve this development, that at the present time this problem is being addressed by the utilization of portable classrooms and/or busing. This problem will not be resolved until such time as additional pupil places can be made available."
22. The design, locations and elevation of any structure or landscaping shall not be such as to interfere with the drainage of surface water on the lands nor of surface water originating from adjacent lands and lands subject to drainage easements shall be free of buildings or other structures or any part of septic system or well or trees, shrubs or other vegetation other than maintained grass. For the benefit of all the lands dedicated to and owned by the Township for municipal streets within this plan of subdivision the grantee or mortgagee, as the case may be, for himself, itself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grade control plan, without the prior written comment of the Township Engineer of the Township of Osgoode. The express

intent of this covenant is that the same shall run with the lands and will benefit all lands within the subdivision by providing proper and adequate drainage.

23. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that if any damage is caused to any of the works located within the plan of subdivision as the result of any act or omission on the part of the purchaser, the purchaser shall repair such damage or be proceeding diligently to repair such damage within a period of seven days after notice from the Township of Osgoode, or Sunset Lakes Development Corporation, or Sunset Lakes Owners Association, and the purchaser agrees that in default thereof the Township of Osgoode may enter upon the land for the purpose of so doing and may recover the cost thereof together with an amount equal to 15% of that cost as a fee for supervision and an amount equal to 10% of that cost as a fee for administration, all as municipal taxes under Section 325 of the Municipal Act of Ontario. The works referred to above shall include any or all of the following within Plan 4M-937:

1. roads,
2. road ditches and culverts, drainage ditches and swales,
3. utility services,
4. street and traffic signs.

#### **4. Waterfront**

The waterfront shall not be altered in any manner whatsoever without written consent from Sunset Lakes Development Corporation or its assignee. No building improvements or planting in excess of 1 metre in height shall be permitted within 23 metres of the waterfront propertyline without the express written approval of the Sunset Lakes Development Corporation or Sunset Lakes Owners Association. The front yard set back for waterfront lots shall be 14 metres.

#### **5. Television Antenna, Clothes Lines**

No external television antenna shall be erected on the lands and premises so long as an underground cable television facility is available to service the said lands and premises. All satellite dish antenna devices shall be adequately screened from view from the roadways and adjoining properties and shall not be erected without prior consultation and written consent from Sunset Lakes Development Corporation. No exterior clothes line shall be erected or used in the subject lands, unless adequately screened.

#### **6. Driveway Entrance Lamp**

In addition to paragraph 3(k), above, the Transferee for himself, his heirs, executors, administrators and assigns covenants and agrees to install two (2) photocell operated lawn lamps and two (2) pedestals approved by Sunset Lakes Development Corporation at the edge of the laneway in each lot conveyed to him in accordance with the specifications approved by the Sunset Lakes Architectural & Design Guidelines. Power to service the lamp on each lot shall be provided from the power supply of the dwelling unit to be constructed on each lot. The purchaser shall maintain and keep in working order and regularly lit every night the said lawn lamps including carrying out the replacement of bulbs and the repair of the power line if such is damaged. The purchaser shall be responsible for the payment of a deposit as prescribed by the Sunset Lakes Owners Association from time to time, to ensure the installation of the lamps within one year from the issuance of a building permit. The developer or Sunset Lakes Owners Association shall have the right to install the lamps at the owner's cost if the owner fails to install within the one year period referred to above and the cost of same shall become a lien against the purchaser's land.

#### **7. Excavation**

No excavation shall be made on the lands except excavations for the purpose of building on same at the time of commencement of such building, or for the improvement of the gardens and grounds thereof, and no soil, sand or gravel shall be removed from the lands except in each case with the prior written permission of Sunset Lakes Development Corporation or its appointee.

#### **8. Waste Storage**

No building waste or other material of any kind shall be dumped or stored on the lands except clean earth for the purpose of levelling and landscaping in connection with the erection of a building thereon or of the immediate improvement of the grounds.

#### **9. Signs**

No signs, billboards, notions or other advertising matter of any kind (except the ordinary signs offering the dwelling unit thereon for sale or rent) or signs permitted under the Sunset Lakes Architectural and Design Guidelines shall be placed on any part of the lands or upon or on any buildings or on any fence, tree or other structure on the lands without prior written permission of Sunset Lakes Development Corporation.

#### **10. Appearance**

The exterior of any dwelling unit and its gardens and grounds shall not be left in an unsightly or untidy condition.

#### **11. Trees**

No living tree greater than four inches in diameter shall be cut down or removed from the lands other than those standing within an area to be excavated for the erection of a building or septic system thereon without the consent in writing of Sunset Lakes Development Corporation or its appointee. During the period of construction, any existing tree shall be protected as to prevent any damage and subject to the above exception, if any tree is cut down or removed or damaged without obtaining such consent the grantee or mortgagee as the case may be, will forthwith replace same under the supervision and to the satisfaction of Sunset Lakes Development Corporation.

#### **12. Utilities**

All utility services such as gas, hydro, Bell Telephone and cable systems shall be brought from the mains underground into each dwelling by the lot owner. The lot owner shall not commence construction without first notifying the appropriate utilities.

#### **13. Zoning By-Law**

Notwithstanding the provisions of the Township of Osgoode Zoning By-Law, no person shall:

1. use any part of a lot for the purpose of exterior storage;
2. use any part of a lot for the parking of a derelict vehicle, motor home, bus, or commercial vehicle, or vehicle of more than a 1/2 ton capacity;
3. use any part of a lot for the purpose of long-term parking of vehicles under repair or not in good working order; without the express written consent of Sunset Lakes Development Corporation, its successor or assigns, after making adequate provision for screening.

#### **14. Restricted Chattels, Equipment & Furniture**

No unlicensed vehicles, terrain vehicles, snowmobiles, motorized trail bikes, or motorized personal watercraft, shall be permitted on the subject lands or any block or parcel in the subdivision including the lakes.

#### **15. Culvert**

The Transferee, his heirs, executors, administrators, successors and assigns will be responsible for the supply and installation at his expense of any laneway culvert to Osgoode Township standards.

#### **16. Street Number**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants agrees to provide and place in a conspicuous position on the aforementioned lamp

pedestal a proper street number that is visible from the street line in front of such building or structure. This must be done before a Certificate of Occupancy will be issued by the Township.

#### **17. Right of Repurchase**

In the event that five years after the registration of the conveyance to the purchaser, construction of a residence on a property has not proceeded to the "roof on" stage, the Vendor or it's assignee shall have the right at any time thereafter, and the purchaser, in consideration of \$1.00, the receipt whereof is hereby acknowledged, grants to the Corporation the right to purchase back the property from the purchaser or his transferee, heirs, executors, administrators, successors or assigns, at the same price that the purchaser paid to the vendor. This right may be exercised by a notice in writing to the transferee, his heirs, executors, administrators, successors or assigns, delivered to or mailed by prepaid registered mail to his last known address. If mailed, the notice shall be deemed given on the next business day following the date of mailing, and the purchase shall be completed on the first business day, thirty days following the date notice is given. In calculating the price the vendor shall deduct the amount outstanding as well as the cost of obtaining a discharge of a release from any encumbrance or lien holder affecting the subject lands.

#### **18. Completion of Dwelling**

The exterior of any building and landscaping erected on a lot must be completed within one year after the date of commencement of construction thereof.

#### **19. Approval of Building & Siting Plans**

In the event that the Transferee, his heirs, executors, administrators, successors or assigns has failed to obtain the approval of Sunset Lakes Development Corporation to his building and siting plans within 48 months from the date of the registration of the purchaser's conveyance, then the rights and terms of repurchase referred to above, paragraph 17, shall be immediately applicable in favour of Sunset Lakes Development Corporation, the vendor herein.

#### **20. No Subdivision**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants that he will make no attempt to further subdivide his lot without the written authorization of Sunset Lakes Development Corporation.

#### **21. Roads**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that if, during the course of the construction of any building or buildings on any lot which he owns in the subdivision, any damage is done to the surface of the roads in

the plan of subdivision at any time prior to the Township of Osgoode assuming the responsibility of those roads, then and in that event the purchaser will reimburse Sunset Lakes Development Corporation for the costs of any repairs necessitated by damage done by the purchaser or his agents.

## **22. Environmental Protection**

1. The Sunset Lakes Owners Association, or Sunset Lakes Development Corporation or their appointees shall have the right at any time upon twenty-four hours written notice delivered to the lot owner at the subject lands to enter upon the lands and premises for the purposes of inspecting the well or septic system or other potential environmental hazard or pollutant.
2. Following the results of such inspection, either Sunset Lakes Development Corporation, Sunset Lakes Owners Association or its appointees, may make an order to rectify the well or specific system or any source of contamination at the owner's cost and if such order is not complied with to take such enforcement measures as are within its contractual or legal authority.
3. No Transferee, his heirs, executors, administrators, successors or assigns shall permit fertilizer or lawn chemicals of any kind to be applied to the lands, without the express written consent of Sunset Lakes Owners Association. The Transferee shall be responsible for contamination of any kind that may occur from a source within his lands. In particular the Transferee shall not permit animal, human, organic or chemical waste to contaminate or impact in any way the run off, seep into ground water, or into the lakes.
4. No soil, or fill, of any kind shall be brought onto the lands without the express written consent of the Sunset Lakes Owners Association. The owner shall be responsible for making good any damage or contamination which occurs from bringing onto the land any new material notwithstanding the approval of Sunset Lakes Owners Association.

## **23. Pets**

No animals of any kind may be kept or maintained on the said land, other than household pets normally permitted in private homes in urban residential areas and provided they do not constitute an annoyance or nuisance to the occupants of neighbouring lands as may be determined by Sunset Lakes Owners Association. There shall be no commercial breeding of such animals, fish or fowl. Sunset Lakes Owners Association may pass Rules and Regulations governing pets on lands designated as common areas and under the control of the Sunset Lakes Owners Association. No contravention of these Rules and Regulations shall be permitted.

## **24. Terms**

The terms “purchaser”, or “owner”, or “person”, or “lot owner”, or “Transferee” used herein shall include a male or female person or a corporation or any combinations thereof, and all heirs, executors, administrators, successors and assigns of these persons and all covenants and obligations shall be joint and several.

#### **25. Trail Easements**

No plantings, structures, fence, hedge, improvement, or any part of the septic system or well shall be permitted within the trail easement without the express written consent of the Sunset Lakes Owners Association.

#### **26. Enforcement**

Where a Transferee, his heirs, executors, administrators, successors or assigns is in breach of any of these covenants, or of the provisions of the Sunset Lakes Architectural Design & Guidelines or the rules, regulations, or bylaws, enforcement may be sought by an order of a court of competent jurisdiction or pursuant to arbitration under the Arbitrations Act of Ontario. All costs incurred by the Association in enforcing these covenants including legal and court costs shall be the responsibility of the defaulting owner and payment of same may be secured by way of notice of charge against the owner’s lands.

27.

1. a) The Transferee for himself, his heirs, executors, administrators, successors and assigns hereby covenants and agrees to be a member in good standing of the Sunset Lakes Owners Association (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.
2. (b) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees, as a member of the Association, 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 lands and improvements owned, leased or used by the Sunset Lakes Owners Association.
3. (c) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees as a member of the Association to cause the Association to maintain, repair and operate at its own expense the common areas and facilities constructed or to be constructed.
4. (d) The Transferee for himself, his heirs, executors, administrators, successors and assigns further agrees to execute the Deed and covenants contained therein.

5. (e) The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees to be bound by and to comply with any rules and regulations which may be imposed from time to time by the Association.
6. (f) The Transferee for himself, his heirs, executors, administrators, successors and assigns herein acknowledge and agree that the Association has the power to:
  - (i) elect a board of directors;
  - (ii) establish and enforce rules and regulations affecting individual lots and common areas;
  - (iii) charge and collect monthly assessments and special assessments payable from each lot owner to the Association and such assessment are secured by a lien against the property for unpaid assessments.

28. 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.

29. The Vendor may agree to vary, alter, amend or remove any of the foregoing conditions in respect of those 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.

30. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees not to install any docks, boat houses and rafts without written approval from Sunset Lakes Development Corporation or Sunset Lakes Owners Association.

31. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees not to alter an existing driveway location or a predetermined driveway location without prior written consent of the Township Engineer. If such permission is granted the Purchaser shall pay for all costs associated with relocating the driveway including any portions on municipal properties.

32. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that none of the following are permitted to be permanently located or stored in the front yard without written approval from Sunset Lakes Owners Association: lawn and garden maintenance equipment, storage sheds, play structures.

33. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that where there is a conflict between them, the most restrictive set back requirements as set out in the Township of Osgoode By-laws and Sunset Lakes Architectural Design and Guidelines, shall apply.

34. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to submit a detailed lot grading plan to Sunset Lakes Owners Association and Township of Osgoode for approval.

35. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that the landscaped boulevard on Tranquil Gate, the pathways and future park facilities are provided for the sole benefit of owners of this development and future maintenance shall be carried out by "The Sunset Lakes Owners Association" and further acknowledges that the Township has no responsibility for maintenance of these facilities.

36. 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.

37. The Purchaser, for himself, his heirs, executors, administrators, successors and assigns (hereinafter the "Purchaser") hereby irrevocably constitutes and appoints Sunset Lakes Development Corporation as the true and lawful attorney of the Purchaser with power of substitution in the name of the Purchaser to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as Sunset Lakes Development Corporation, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this agreement or to carry out provisions and purposes of this agreement or to exercise any of its rights and remedies hereunder, and to do all acts or things necessary to realize or collect the Proceeds and the Purchaser hereby ratifies and agrees to ratify all acts of any such attorney taken or done in accordance with this Section.

38. The covenants in respect to the foregoing protective restrictions shall extend to and be binding upon, and may be taken by, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Provided that the foregoing shall not apply to any lot while such lot is registered in the name of The Corporation of the Township of Osgoode as a security lot pursuant to the Subdivision Agreement dated \_\_\_\_\_, and further shall not apply to any conveyance of such lot by the Township to a Transferee, other than Sunset Lakes Development corporation where the Township has conveyed such lot to realize on the security provisions of the said Subdivision Agreement. In the event that the Township conveys a lot to Sunset Lakes Corporation to effect the release of security lot, the foregoing covenants shall apply on any subsequent conveyance by Sunset Lakes Development Corporation to a Transferee.

39. PROVIDED that in construing these presents the words "Vendor" and "Purchaser" and the pronouns "he", "his", or "him" relating thereto and used therewith shall be read and construed as "Vendor" or "Vendors", "Purchaser" or "Purchasers", and "he", "she", "it", or "they", "his", "her", or "their", or "him", "her", "it" or "them", respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

I/WE HAVE READ THE FOREGOING AND AGREE TO BE BOUND BY SAME.

X \_\_\_\_\_  
PURCHASER

X \_\_\_\_\_  
PURCHASER

June, 1995