

1. Building Restrictions:

The Purchaser agrees to the following terms and conditions that apply to the construction of dwellings in Greely Glen Estates. 413

(a) All buildings shall be constructed in accordance with the zoning restrictions applicable to the area.

(b) All building plans and the siting of the building are to be approved, in writing, by Airport Golfland Limited, hereafter referred to as 'the Developer', prior to application to The Corporation of the Township of Osgoode for a Building Permit. The Transferee covenants and agrees with the Developer that the Developer shall have the right of first refusal to construct any dwelling on the property.

(c) In the event that the Transferee erects a garden shed on the subject property, the Transferee covenants and agrees that any such garden shed shall be designed to blend with the architectural design of the dwelling. The Transferee covenants and agrees not to erect any tin, metal, or aluminium garden shed.

(d) The Transferee 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 2,000 square feet for a bungalow or 2,400 square feet for a two storey dwelling or liveable space excluding attic and basement and in addition nothing less than a three car attached garage.

(e) The Transferee further covenants and agrees to install on the real property at the entrance to the driveway, two photoelectric cell lamps and to keep same in operating condition at all times.

(f) The Transferee further covenants and agrees to install a paved laneway on the subject property and to have the property professionally landscaped within one year of the completion of the dwelling.

(g) The Transferee further covenants and agrees not to install any type of exterior clothesline.

(h) The Transferee further covenants and agrees that for any lot abutting the golf course not to erect or install any fencing or other type of barrier, without the prior written consent of the Developer.

(i) The Transferee further covenants and agrees with the Vendor that he shall bona fide commence erection of a dwelling house upon the parcel sold herein within two (2) years from the date of closing, failing which the Vendor shall have the right and privilege of repurchasing the said parcel from the Transferee at the lesser of the price paid to the Transferor hereunder, together with the carrying charges incidental to such purchase or the fair market value of the said lot at the time of the exercise of such right. Such right and privilege may be exercised by notice in writing accordingly to the Purchaser, and thereafter the Vendor shall be entitled to delivery of a properly executed deed of conveyance to be prepared by and at the expense of the Transferee. The Transferee shall discharge all mortgages

2. The Developer reserves an easement in favour of itself, its servants, agents, successors and assigns to permit such persons, until such as the Développeur 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 agreement.

3. Transfer Covenants

(1) The following covenants shall be incorporated in all Transfers from the Owner 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:

(a) "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.

(b) 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.

(c) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will maintain any road ditch adjacent to the lands in a neat and orderly fashion including cutting the grass regularly and replacing any that dies, all to the satisfaction of the Township of Osgoode.

(d) 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 drilled and constructed in accordance with the requirements of the Township of Osgoode and the Ministry of the Environment and in particular with any requirements in any Subdivision Agreement affecting these lands".

(e) 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.

(f) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the use of heat pump/water furnace systems is subject to approval of the Ministry of the Environment and under no circumstances shall discharge be allowed to enter ditches or swales under the jurisdiction of the Township of Osgoode.

(g) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall pay to the Township the subdivision development charges for that lot, as provided for in Schedule "D" of the Subdivision Agreement for that lot. 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 subdivision development charges with respect to that lot.

(h) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall supply, install and maintain an lawn lamp on the lands described herein in accordance with requirements and specifications set out in Schedule "N" of the Subdivision Agreement for the said lands.

(i) The Transferee acknowledges that the lands are subject to a drain report for either the Osgoode Gardens/Cedar Acres Municipal Drain, or the Dancy Municipal Drain pursuant to the Drainage Act R.S.O. 1980 c.126 which may result in assessment for drainage works against the lands of the Transferee.

(j) The Transferee for himself, his heirs, executors, successors and assigns acknowledges that his lands are part of a golf course development and that ordinary use of the golf course may result in some inconvenience to him. Without limiting the generality of the foregoing, it is acknowledged that golf balls may occasionally enter upon his lands and that noise may emanate from the golf course due to ordinary use of it, it being acknowledged and agreed that such inconvenience, including golf balls and noise shall not constitute a nuisance. The Transferee shall take no legal action or assert any claim whatsoever against the Township as the result of any such inconvenience, acts of trespass by golfers, golf balls, or as a result of noise emanating from the golf course.

(3) The Transferee of Lots 17 to 31 inclusive on Plan 4M-655 and Lots 8 to 14, on Plan 4M-656 and in all Transfers from the Owner for Lots 17 to 31 inclusive on Plan 4M-655 and Lots 8 to 14 inclusive on Plan 4M-656, for him, himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that as long as any lands immediately adjacent to the boundary of the lands herein described are used for agricultural purposes, shall erect a fence along the whole of the boundary line of lands herein described adjacent to the said lands used for agricultural purposes, such fence to be of a size and quality at least sufficient to divide the agricultural uses on the adjacent lands from the Transferee's or his heirs, executors, administrators, successors or assigns' uses of the lands herein described. The foregoing covenant shall be a covenant running with the lands herein described for the benefit of the lands within the Subdivision of which the herein described lands form part and on lands adjacent thereto used for agricultural purposes.

(4) The Transferee of the Lots 29 and 30 on Plan 4M-655 for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he shall not request the Township, nor shall the Township be bound, nor shall the Township be obliged to contribute to any portion of the cost, to construct a fence of any sort along the boundary of the herein described Lots 29 and 30 (as the case may be) on Plan 4M-655 and Block 58 on Plan 4M-655, to the intent that if the Transferee wishes to have a fence along the boundary between lots 29 and 30 and Block 58 the Transferee shall construct the fence at his sole cost. The foregoing covenant shall be a covenant running with the lands herein described for the benefit of Block 58 on Plan 4M-655.

5. "the Transferee of Lots 1 to 57 inclusive on Plan 4M-655 and Lots 1 to 48 inclusive on Plan 4M-656 for himself, his heirs, executors, administrators, successors and assigns acknowledges that he is aware of the provisions of the Township's standard form of storm 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 or maintain 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 the 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."

6. The Transferee of Blocks 59 to 61 inclusive on Plan 4M-655 and Blocks 49 and 50 on Plan 4M-656 for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will maintain all drainage works on his lands, at his sole cost, to the satisfaction to the Township Engineer for the Township of Osgoode. If the Transferee fails to maintain the drainage works on his lands the Township may require that the maintenance works be done by giving ten (10) days written notice to the Transferee at his address according to the last revised assessment roll. If the Transferee fails to carry out the maintenance works to the satisfaction of the Township, the Township may carry out said maintenance works at its expense and recover the expense so incurred as Municipal taxes and add same to the tax roll, pursuant to the provisions of the Municipal Act or any successor legislation. The foregoing covenant shall be a covenant running with the lands herein described for the benefit of the lands within the Plan of Subdivision of which the herein described lands form part and all lands adjacent thereto used for agricultural purposes.

7. The Owner shall restore, reinstate and repair any damage caused to pavement, curbs, sidewalks, boulevards, hydro poles and installations and other municipal works and facilities within the limits of the street allowance and elsewhere, all to the satisfaction of the Corporation.