

# Appendix “A”

## Deed Restrictions

## SCHEDULE "A"

### DEED RESTRICTIONS

#### TOWNHOME LANDS

The Purchaser covenants and agrees that the Real Property, shall be burdened and subject to, and governed by the following restrictions which are to the benefit of other lands owned by the Vendor within Southwood Lakes, which lands shall be designated and described in the Transfer/Deed of land to be delivered to the Purchaser on Closing. The Property shall henceforth be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens hereinafter set forth without necessity of specific reference hereto. Absence of such specific reference to these Restrictions in any subsequent conveyance or other transfer of property in Southwood Lakes shall not excuse the grantee or transferee from full compliance herewith. The Vendor may release, diminish, vary or amend any or all of the restrictive covenants contained herein, in its absolute discretion and shall have no obligation to enforce any restrictive covenant against any other owner of lands within Southwood Lakes.

1. Unless prohibited by the context in which they are used, the following words, when used in these restrictions, shall have the following meanings:

- . (a) "Assessment" shall mean the Annual Assessment, Special Assessment and Supplemental Assessment issued by the Association to its Members.
- . (b) "Association" shall mean Southwood Lakes Community Development Association, a corporation not for profit.
- . (c) "Committees" means committees established by the directors of the Association.

- (d) "Common Areas" shall mean all real and personal property (or interest therein) located in Southwood Lakes that the Vendor may hereafter convey or transfer to the Association, or to The Corporation of the City of Windsor and any buildings or structures erected thereon including but not limited to the community centre and recreational areas.
- (e) "Exterior Townhome Components" means the Townhome roof, chimneys, exterior walls, foundations, dormers, and exterior architectural features, windows and exterior doors (except glass), exterior hardware, exterior lighting, driveways, sidewalks, irrigation systems and landscaping as described by the registered site plan #12M-29, the boundary fences and the community mail boxes;
- (f) "Members" shall mean all owners of, or party who has equitable interest in, any part of Southwood Lakes;
- (g) "Restrictions" shall mean the restrictions set forth in this Schedule "F".

2. The Purchaser shall not let its membership in the Association lapse or otherwise fault or fail to be in good standing and shall not fail to pay any Assessment levied against the Property when required by the Association By-laws. The Purchaser shall not waive or diminish its obligation to pay the Assessments based on forfeiting use of the Commons Areas.

3. The Purchaser shall not act contrary to any by-laws, as amended from time to time, both before and after the Closing Date.

4. The Purchaser shall not fail to pay any Assessment which the Association levies or charges for the Exterior Townhome Components and landscaping, property maintenance and snow removal to the Townhome Units.

5. The Purchaser shall not challenge the right of the Association to perform the following:

- . (a) operate, maintain, manage and improve the Common Areas, upgrade and maintain the landscaping in Southwood Lakes, establish and operate Committees, perform exterior maintenance functions in relation to the Townhome Units, or all other functions which are determined appropriate by its directors;
- . (b) set a budget and levy Annual Assessments, Supplementary Assessments and Special Assessments from each Member within Southwood Lakes;
- . (c) assess interest on late payments, take legal action or take such other action against Members who fail to pay annual maintenance assessments or special assessments in a timely fashion;
- . (d) register or enforce a lien against the Property of Members within Southwood Lakes who fail to pay Assessments when due.

6. The Purchaser acknowledges, covenants and agrees that:

- . (a) it shall not alter, replace, repair or maintain the Exterior Townhome Components, or any part thereof, which repair, replacement, maintenance and alteration is the responsibility of the Association for which the Purchaser shall pay an assessment;
- . (b) it shall not make or cause to made, any structural renovations or alterations to the interior of the Building, prior to obtaining written consent from the Vendor;

- (c) it shall not erect or install any fences, satellite dishes, swimming pools, or any other structure or thing on the property except in compliance with the design criteria imposed by the Vendor from time to time if permitted by the Vendor;
- (d) the Property shall not be used for the purpose of any profession, trade, or employment service, manufacture or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, rooming house, or other public resort nor for any sport (other than such games as are usually played in connection with the occupation of a private residence), nor for any other purpose, (other than a residence) which shall be a nuisance to the occupants of any neighbouring lands or buildings.
- (e) Fencing:
  - (i) No fence shall be constructed on the perimeters of the Property, save for fences erected by the Vendor, if any;
  - (ii) No fence or gate shall be installed or constructed on any property unless the fencing design, location, and material are approved by the Vendor
  - (iii) No swimming pool fencing shall be constructed using materials other than wrought iron or other materials approved by the Vendor;
- (f) save in a garage which is fully enclosed, it shall not store or park boats, campers, recreational vehicles, commercial vehicles, motorcycles or trucks within Southwood Lakes including private property and public right-of-ways;
- (g) it shall not permit motorized vehicles or motorized boats of any kind on the lakes within Southwood Lakes;

- (h) it shall not use garbage or refuse containers which have not been officially approved by Southwood Lakes or the Municipality
- (i) it shall not draw water from the ponds or lakes within Southwood Lakes;
- (j) it shall not keep or maintain poultry or livestock, other than dogs, cats and/or caged birds on the Property, and such dogs, cats and/or caged birds shall not be raised or maintained for commercial purposes. No rags, junk or other objectionable materials shall be placed or stored upon the Property. No tandem trucks or trailers or commercial vehicles shall be stored, garaged, parked, maintained or repaired on the Property, except as may be required during construction purposes to which it is appurtenant. No parcel owner shall permit a motor vehicle that is not in working order to remain on any parcel or on any street including both public and private rights-of-way", provided that such motor vehicle may be parked in a garage which is wholly enclosed;
- (k) it shall not allow open fires. Construction debris, branches and leaves must not be kept or stored on the Property
- (l) it shall not allow signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the parcel and buildings thereon for sale or rent), to be placed on any part of the Property or upon any buildings or on any fence or tree on the said lands;
- (m) it shall not place any above ground utility lines on the Property;
- (n) it shall not permit trees, shrubs, or plantings to be cut down or removed from the Property and no trees, shrubs and no plantings in Southwood Lakes shall be cut down or removed without prior approval by the Vendor;

- (o) it shall not install or maintain lawns or gardens by using pesticides, herbicides or fertilizers unless these substances are approved by the Vendor. Products which amend existing soil nutrients controlling pets or insects or weed vegetation may not be used unless approved by the Vendor;
- (p) it shall not deposit material or foreign substance of any kind into the lakes, nor shall lake water be used to clean tools, equipment or other materials or substances foreign to the lakes;
- (q) it shall not maintain or permit satellite dishes or mechanical equipment, solar panels or collectors, or related equipment within Southwood Lakes except as approved by the Vendor;
- (r) it shall not permit site planning or grading to occur which requires changes to the existing topography of the Property;
- (s) it shall not restrict, impede or object to the Vendor or the Association entering onto the Property for the purposes of maintenance, repair, landscaping services, snow or litter removal to or from the Lands or the Exterior Townhome Components;
- (t) it shall not fail to name the Association as an additional named insured party on all policies of insurance covering or insuring the Property or the Exterior Townhome Components, in amounts satisfactory to the Association.

7. Wherever the covenants, restrictions and conditions herein contained are in conflict with the provisions of any applicable, federal, provincial, or municipal by-law, regulation or ordinance, those provisions contained herein or in such by-law, regulation or ordinance which is the most onerous or which places the greatest restrictive burden on the use of the Property shall be applicable.

8. The invalidation of any provision or provisions of these building restrictions by a lawful court order shall not affect or modify any of the other provisions of these restrictions, which other restrictions shall remain in full force and effect.

9. The Purchaser acknowledges that the Vendor is the developer of Southwood Lakes and that the aforementioned restrictions are to preserve the character and value and shall be registered against the title of all of the Property to the benefit of the land designated and owned by the Vendor, and shall thereby run with the land. The Purchaser further agrees and acknowledges that the aforementioned restrictions shall enure for the benefit of the successors and assigns of the Vendor.

10. The Purchaser covenants and agrees that it shall not fail to observe the stipulations, restrictions and provisions set out and that it will execute and have executed by subsequent purchasers of the Property, these restrictive covenants in every conveyance of the Property.

11. These Restrictions in this Schedule "F" as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property subject hereto and shall remain in full force and shall benefit the lands owned and designated by the Vendor. The Purchaser covenants and agrees to execute an acknowledgement and agreement to be bound by these restrictions on Closing and further covenants to execute all further documents necessary to give effect to the intent of these restrictions.

12. These Restrictions shall be binding upon the Purchaser and its heirs, executors, administrators, successors and assigns and shall continue in full force for and effect for a period of forty (40) years from the date hereof.

13. The construction, validity, and enforcement of these Restrictions shall be determined according to the laws of the Province of Ontario. The venue of any action or suit brought in connection with these Restrictions shall be in Essex County, in the Province of Ontario.

14. Failure of the Vendor to insist upon strict performance of any provision of these Restrictions shall not be deemed to be a waiver of such provision unless the Vendor has executed in writing a waiver thereof. Any such written waiver of any provision of these Restrictions by the Vendor with respect to any Property



shall not constitute a waiver of such provision as to any other lands within Southwood Lakes.

15. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders or neuters.

16. The Purchaser agrees that the Vendor shall have the right to amend these restrictions as reasonably required in the Vendor's discretion before the Closing Date in order to meet the intent of the restrictions herein contained.

17. Whenever the permission, consent or approval of the Vendor is required by these Restrictions, the same may be arbitrarily withheld.