

Property Identifier(s) and/or Other Information

AMALGAMATION

Whereas by Articles of Amalgamation which were effective on the 5th day of June, 1984, MHI Property Limited was amalgamated with certain other corporations and continued as MH Properties Limited and a notarial copy of the Articles of Amalgamation was registered in the Land Registry Office for the Registry Division of Waterloo North (No. 58) on the 7th day of June, 1984 as No. 782860 G.R.

COVENANTS TO RUN WITH THE LANDS

To the intent that the burden of this covenant may run with the lands in respect of which they respectively covenant (until the first day of January, 2024) the Transferor as to the building lots shown on registered Plan No. 1553 remaining vested in it and the Transferee as to the lands described in the within conveyance DO HEREBY MUTUALLY COVENANT AND AGREE each with the other and the Transferee 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 set out in Schedule "A" hereto and with their respective heirs, executors, administrators, successors, and assigns to observe and comply with the stipulations, restrictions and provisions set forth in Schedule "A" hereto 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 Transferee in any conveyance which the Transferor and the Transferee may make of the said building lots or the said lands respectively or any part thereof. These covenants shall not be held binding upon the Transferor or the Transferee, or any other person, except in respect of breaches committed or conducted during theirs, his or her joint or sole seisin of or title to the lands upon or in respect of which such breaches shall have been committed.

Transferee (s) Name (s)	Signature (s)	Date of Signature
JAMES GIES CONSTRUCTION LIMITED	<i>James W. Gies</i> President, James W. Gies	1985 08 21
MH PROPERTIES LIMITED	<i>Terry C. Bell</i> Secretary <i>Lorne W. Mitton</i> Assistant Secretary Lorne W. Mitton	1985 08 21

Final Property Identifier(s) and/or Other Information

PROTECTIVE RESTRICTIONS ON RESIDENTIAL LANDS - Series 1-80 (Schedule "A")

DEFINITIONS

1. In these restrictions the following words and expressions shall have the following meanings:

VENDOR

(a) "VENDOR" means the vendor, seller, grantor, transferor or lessor named in the annexed document, and includes the successors and assigns of the Vendor;

PURCHASER

(b) "PURCHASER" 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;

LAND

(c) "LAND" means the land to be sold, conveyed, transferred or leased by the said document and described therein.

PLOT PLAN

(d) "PLOT PLAN" shall mean a dimensional architectural drawing showing the location on the lands of the proposed building.

FRONT OF THE HOUSE

(e) "FRONT OF THE HOUSE" shall mean any side of the house facing the street.

WIDTH

(f) "WIDTH" when used with reference to a building shall mean the greatest dimension of the building parallel to the street line.

DRAINAGE PLAN

(g) "DRAINAGE PLAN" shall mean the grade level and drainage plan filed with the City Engineer of the Corporation of the City of Waterloo showing grade levels and designating directional flow of surface water.

MUNICIPAL AGREEMENT

(h) "MUNICIPAL AGREEMENT" shall mean that agreement made between the vendor and the aforesaid municipal corporation.

DURATION

2. These restrictions shall run with the land and be in force for a period of forty years from January 1, 1984.

BUILDING RESTRICTIONS

3. No building shall be erected on the land other than one detached private dwelling house for each of Lot(s) Number(s) 25 on plan number 1553, such dwelling to be suitable for the use of and to be used by a single family only, together with one private double garage forming part of the said house and suitable only for the use of the occupants of the said house. Not more than one driveway shall be constructed on any one lot. Said building to be erected in accordance with the following specifications:

MINIMUM AREAS

(a) ANY ONE FLOOR HOUSE PLAN shall have a minimum area of 1,500 square feet.

ONE FLOOR HOUSE PLAN shall mean a home having one main floor only, between the roof and the basement, if any.

ANY OTHER HOUSE STYLE shall have a minimum area of 1,800 square feet.

OTHER HOUSE STYLES shall mean homes other than One Floor House Plans, including One and One-half Storey, Two Storey, Split Level and Bi-Level Plans.

(b) The external walls of the house shall be of stone or brick or such material approved by the Vendor, and the garage shall form part of the general design and construction of the house, and shall be constructed concurrently with the house.

## SCHEDULE "A" (continued)

GRAVING  
DRALES,  
GRADING &  
ACCESS

(c) Drainage swales will be constructed and maintained along the side and rear lot lines to provide surface water run-off in accordance with the said drainage plan and each lot shall be graded so that the surface of same slopes from the house to the lot lines. There shall be designated on the plans referred to in paragraph 3.(f) the grade levels and the direction of drainage for each lot to provide for surface water run-off in accordance with the said drainage plan. The purchaser hereby agrees to provide the necessary free access required for the purpose of constructing, installing, inspecting, maintaining, repairing and renewing the said drainage swales, grade levels and all problems created by drainage.

MUNICIPAL  
AGREEMENT

(d) The purchaser hereby agrees to comply with such terms of the said municipal agreement as are applicable to him.

LANDSCAPING

(e) Final grading of the lot shall take place concurrently with completion of the building. Weeds shall be removed and grass or suitable ground cover, together with foundation plantings in keeping with reasonable landscaping requirements of the Vendor, shall be completed within six months from the date of occupancy of the said building.

VENDOR'S  
APPROVAL OF  
PLANS AND  
LOCATION  
ALTERATIONS

(f) Before commencing construction of the house and garage, and before commencing any additions or alterations thereto, the Purchaser shall obtain the Vendor's approval, in writing, of the plans; including drainage plan and plot plan, location and exterior colour scheme of the house and garage to be erected, and of any such additions or alterations. The house and garage shall be built and such additions and alterations made in strict conformity with such plans, location and exterior colour scheme.

USE OF  
BUILDING

4. No building erected on the land shall be used for the purpose of any profession, trade, employment, manufacture or business of any description, nor as a school, hospital or other charitable institution, nor as a funeral home or crematorium or anything in the nature thereof, nor 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 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 the land without a building be so used, nor shall anything be done on the land or in any building thereon which may be an annoyance or nuisance to the occupiers of neighbouring lands.

OUTSIDE  
PARKING

5. No vehicle or vehicles of any kind shall be continually parked on the said land other than automobiles.

ANIMALS

6. 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 in urban residential areas. Not 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.

DISTANCE  
FROM STREET  
LINE

7. No part of the main wall of any such building, including the garage and any covered porch, shall be nearer than the distance allowed under the City of Waterloo zoning by-law or any other applicable authority.

FREE SPACE  
BETWEEN  
HOUSE &  
SIDE

No part of any such building, including the garage and any verandah, porch, step or other projection thereof or therefrom, shall be nearer than the distance allowed under the City of Waterloo zoning by-law or any other applicable authority.

LOT LINES,  
HEIGHTS OF  
FENCE, ETC.

8. No structure other than a house and garage as herein specified shall be erected on the land other than fences, hedges or walls, the height of which shall not exceed five feet (5') and the locations, design and materials of which have been approved in writing by the Vendor.

## SCHEDULE "A" (continued)

9. No signs, billboards, notices or advertising matter of any kind shall be placed upon the lands, except with the prior consent of the Vendor, and provided that the same are not in violation of the City sign by-law or any other applicable authority.

## EXCAVATIONS

10. No excavation shall be made on the land other than an excavation made for the purpose of erecting thereon a building, the plans and location of which have been approved in writing by the Vendor pursuant to Paragraph 3 hereof, at the time of commencement of such building, to be immediately followed by the orderly and continuous erection of such building to completion thereof in conformity with such plans and location, including the completion of lawns, walks and driveways; and the completion of grading and construction of swales, as aforesaid, in accordance with the said drainage plan; and no soil, sand or gravel shall be removed from the said land except as part of such excavation. No excavation shall be left open for a period longer than 45 days without building commencing.

REMOVAL AND  
DISPOSITION  
OF SOIL, ETC.

11. No material removed from the said land shall be placed on any adjoining land or any land belonging to the Vendor and further, that no material shall be placed on the land so as to interfere with the drainage of surface water, as aforesaid, in accordance with the said drainage plan.

BUILDING TO  
BE COMPLETED  
BEFORE  
OCCUPATION

12. No building erected or in course of erection on the land, nor any part thereof, shall be occupied or used as a dwelling house until the whole building is finished substantially.

WASTE  
MATERIAL, ETC.

13. No building, waste or other material of any kind shall be dumped or stored on the land, except clean earth for the purpose of levelling in connection with the erection of a building thereon.

SERVICE  
POLES

14. Telephone, hydro and any other service poles for common use may, without the permission of the Owner, be placed and maintained at the rear of any lot with all necessary access from time to time for the employees of the Corporations maintaining such poles and the Owner hereby consents to the placing of such poles at the rear of the lot and the granting of any easement which may be required for this purpose.

## TREES

15. No living trees shall be cut down or removed without the consent in writing of the Vendor, except those standing within an area to be excavated for erection of a building.

DRIVEWAYS  
AND LAWNS

16. The Purchaser will advise the Vendor of the location of the driveway entrance prior to the construction of curbs. Should the Purchaser fail to advise the Vendor as aforesaid, all cutting, construction and finishing of curbs at the driveway entrance shall be arranged and paid for by the Purchaser.

The Purchaser shall, at his own expense, complete construction of his driveway and complete the planting of grass between the front of the dwelling house and the street pavement, even where a sidewalk is to be installed.

NOTICE TO  
VENDOR

17. Should the purchaser decide at any time to sell the vacant lot(s) or should the Purchaser not commence, or cause to be commenced the bona fide construction of a dwelling house and garage approved by the vendor hereunder within a period of one year(s) from the 26th day of August, 1985, the Vendor shall have the immediate privilege of repurchasing the lands described herein from the Purchaser for the following price: the total of the amount paid by the Purchaser to the Vendor plus the amount of any municipal taxes paid by the Purchaser.

PROVIDED if the Purchaser is a merchant builder and has acquired more than one lot hereunder, the provisions contained in this paragraph shall apply only to such lot or lots herein upon which construction has not commenced.

SCHEDULE "A" (Continued)

VIATION

18. (a) The Purchaser hereby covenants and agrees to be a member in good standing of Beechwood West #2 Homes Association Inc. 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 acknowledging that membership in the Beechwood West #2 Homes Association Inc. is mandatory.

(b) The Purchaser as a member of Beechwood West #2 Homes Association Inc. covenants and agrees to cause Beechwood West #2 Homes Association Inc. to carry out and perform all the terms, conditions and provisions of an agreement with the Corporation of the City of Waterloo, with respect to the maintenance of the park lands owned by the Corporation of the City of Waterloo and known as Parts 1 & 3, Reference Plan 58R-3357.

(c) The Purchaser covenants and agrees as a member of the Beechwood West #2 Homes Inc. to cause the association to maintain, repair and operate at its own expense, Parts 1 & 3, Reference Plan 58R-3357 and the recreational facilities constructed on Block A on Draft Plan of proposed subdivision Drawing #349-302, dated August 19, 1980.

(d) The Purchaser acknowledges that there is no obligation whatsoever on the part of the Corporation of the City of Waterloo to maintain or repair or do any act or thing whatsoever with respect to Parts 1 & 3, Reference Plan 58R-3357 and that the Purchaser acknowledges, covenants and agrees that any entry by the Purchaser on the park lands described as Parts 1 & 3 Reference Plan 58R-3357 so as to maintain the said park lands or use the same, shall be deemed to be with the licence of the Corporation of the City of Waterloo to the intent that the Purchaser shall not acquire title to the said Parts 1 & 3 Reference Plan 58R-3357, by possession or prescription.

(e) The Purchaser further acknowledges that the commencement of the construction of the recreational facilities shall be determined in the sole discretion of the board of directors of Beechwood West #2 Homes Association Inc.

(f) The Purchaser further agrees to execute the Deed and covenants contained therein.

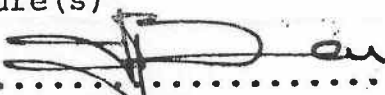

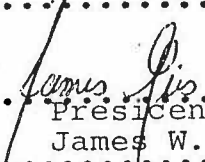
VARIATION

RESTRICTIONS

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 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.

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 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", "its", 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.

Transferor (s) Name (s)	Signature (s)	Date of Signature (s)		
		Y	M	D
..... H PROPERTIES LIMITED .....	 Secretary Terry C. Bell	1985	08	21
.....	 Assistant Secretary Lorne W. Mitton	1985	08	21
..... transferee(s) ..... JAMES GIES CONSTRUCTION LIMITED .....	 President, James W. Gies	1985	08	