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SCHEDULE "C"

GALWAY  
**PROTECTIVE COVENANTS**

The Purchaser covenants and agrees with the Developer, Galway Residential GP Incorporated as general partner of Galway Residential Development Limited Partnership, to observe and comply with the following restrictions. The burden of these restrictions shall run with the lands described in Schedule "A" attached hereto (hereinafter referred to as the "lands") forever and the benefit of these restrictions shall run with each of the lots and with each part of the land now owned by the Developer as shown in Schedule "D" attached hereto. These restrictions shall be binding upon and enure to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties.

1. No building other than a single-family dwelling with a garage and/or out-building appurtenant thereto shall be constructed on the lands.
2. Prior to undertaking any site works or the construction of any dwelling on the lands, approval of the proposed building plans must be obtained in writing from the Developer.
3. The Purchaser shall submit a surveyor's certificate to the Developer at the following stages of construction:
  - (a) Subsequent to the completion of the footings for the dwelling house on the lands showing the location and elevation of the footings; and
  - (b) Subsequent to the completion of the exterior grading showing the elevation of lands at a sufficient number of locations to demonstrate that the design drainage pattern has been achieved.

Construction of the dwelling house shall not proceed to the next stage until the Purchaser has received confirmation of approval from the Developer for each stage of construction noted above. In the event the Purchaser does not submit a surveyor's certificate at the required time the Developer or its representatives may enter the lands to complete the work and the Purchaser agrees to pay for all costs associated therewith.

4. The plans submitted to the Developer for approval shall include, but are not necessarily limited to, a site plan, floor plans, exterior elevations and a colour schedule. All plans submitted shall be in accordance with The Galway Design Guidelines, a copy of which has been provided to the purchaser.
5. At least twenty two percent (22%) of the front exterior of every building shall be constructed of clay brick, full bed mortared quarried stone or stone look concrete masonry products, unless otherwise agreed to in writing by the Vendor (faux stone or other mechanically fastened products are not permitted).
6. Chimneys constructed of clay brick, full bed mortared quarried stone or stone look concrete masonry products are permitted. (Faux stone or other mechanically fastened products are not permitted). Metal or prefab are permitted only if enclosed as approved by the Developer. All exterior manufactured retaining walls and concrete landscaping blocks shall be in accordance with the Galway Design Guidelines.
7. The Developer shall approve the location of direct wall vents for furnaces or fireplaces.
8. Wood decks, stairs or railings, whether built with pressure-treated lumber or otherwise, shall be stained or painted if located along the front face of the dwelling.

- The dwelling, including all landscaping and driveway surfacing shall be completed within one year from the date of commencement of construction.
9. All propane tanks, oil tanks and municipal recyclable containers and/or organic composters, shall be screened in accordance with a standard detail provided by the Developer and shall be installed at a location approved by the Developer.
  10. No alteration, addition or change to the structure or exterior appearance including colour shall be made except with the express written approval of the Developer.
  11. No outbuilding, garage, wall, fence (including hedges), gate, post or other structure shall be constructed on the lands until the plans, specifications and site plan have been submitted to the Developer and its express approval has been obtained in writing. The Developer may in its absolute discretion refuse to approve any such plans or proposals, which, in its opinion, are unsuitable or undesirable in relation to the character of the surrounding area.
  12. No living tree larger than 2" in diameter (at its widest point) shall be cut down, destroyed or removed at any time without the express written approval of the Developer. If such a tree is cut down, destroyed or removed without the express written approval of the Developer, it shall be replaced with a tree of similar size forthwith by the Purchaser at their expense. Trees within the area to be excavated for the erection of a dwelling house may be cut or removed as directed by the Developer.
  13. The Purchaser agrees to plant two trees not less than five feet (5') high and 2" in diameter on the portion of the lands between the street and the front of the dwelling.
  14. No signs, billboards, placards, notices or other advertising or informational matter of any kind (except signs of the same size and type ordinarily employed by real estate agents offering the lands for sale or rent) shall be placed on the said lands without the express written approval of the Developer.
  15. No exterior aerials, antennas, satellite dishes or solar panels shall be erected or maintained on any part of the lands without the express written approval of the Developer.
  16. The lands, including the buildings erected thereon, shall not at any time be used for the purpose of any profession, trade or business whatsoever nor as any pre-school, kindergarten, school, day care centre, church, hospital, hostel or other institution, nor as a hotel, apartment house, duplex, boarding or lodging house or place of public resort or for any sport or game (other than such sports or games as are usually played in connection with the occupation of a private residence). The Purchaser shall not do or permit to be done on the lands anything that may be a nuisance to the occupants of any adjacent or neighbouring properties.
  17. No animals other than household pets normally kept in private homes in urban residential areas shall be kept upon the lands. No breeding of pets shall be carried on upon the lands.
  18. No major repairs to any motor vehicle, boat, or trailer shall be done on the lands except within a wholly enclosed garage.
  19. No boat; motor home; or trailer with living, sleeping or eating accommodations shall be placed, located, kept, or maintained on the lands except between the front and rear lines of the dwelling located on the lands.
  20. The lands shall be kept clean, sanitary, free from fire hazard and contain no unsightly storage of materials at all times. Landscaping shall be maintained in a manner consistent with other properties in the surrounding neighbourhood.

21. No refuse, refuse-burning device or waste pile shall be maintained on the lands.
22. The lands shall not be re-subdivided or re-zoned at any time without the express written approval of the Developer.
23. The Purchaser agrees and acknowledges that the lands are subject to existing public utility and municipal easements.
24. Notwithstanding anything herein contained the Developer may waive, alter, or modify the above covenants in their application to any lot or parcel of land comprising part of The Galway Subdivision without notice to the owners of any other lot or parcels of lands in the subdivision.
25. Notwithstanding anything herein contained, the Developer may assign all or any part of its rights that arise under these restrictions.
26. The Developer reserves the right to charge a reasonable fee to recover its costs in providing letters to third parties confirming that the lands comply with the terms of these protective covenants.
27. The restrictions herein are severable and the invalidity or unenforceability of any restrictions shall not affect the validity or enforceability of any other restrictions. In the event that enforcement of these covenants is required, the party in default of the covenants is responsible to the Developer for all claims, damages, costs or expenses resulting therefrom including legal fees on a solicitor-client basis. These covenants shall be enforced by the Developer for a period of fifteen (15) years from the date of final approval for the subdivision of the lands or the date that the final phase of the subdivision has been completely sold, whichever is sooner. Thereafter any changes to the covenants require that two thirds (2/3rds) of the residents support such change.

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