

Schedule C

Kinsmen Norman Road Park

DEED RESTRICTIONS

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) **"Kinsmen Norman Road Park"** means the lands described in Schedule "D" hereto.
 - (b) **"Owner"** shall mean the recorded owner, whether one or more persons or legal entities, of the fee simple title to any of the Kinsmen Norman Road Park lots.
 - (c) **"Property"** shall mean any subdivision lot, or land and all improvements located thereon, located within Kinsmen Norman Road Park.
 - (d) **"Developer"** shall mean The Corporation of the City of Windsor.
 - (e) **"Transferee"** shall mean the Buyer of any lot or other lands forming part of Kinsmen Norman Road Park.
2. No more than one single detached residential dwelling shall be constructed on the Property. Should the Transferee wish to establish an Additional Dwelling Unit (**"ADU"**) on the Property, an upgrade to the existing electrical system will be necessary, at the Transferee's sole expense.
3. The Transferee shall not disrupt or interfere with the rear yard drainage, including underground drainage and sewer lines, and shall not alter the grading or drainage of the Property from the lot grading and rear yard drainage approved and certified by The Corporation of the City of Windsor.
4. As requested by the local school boards, the Transferees are hereby advised that students may not be able to attend the closest neighbourhood school and students may be bussed to a more distant school.
5. Not later than twenty-four (24) months after the Closing Date, the Owner shall obtain the necessary building permits and fully complete all footings for a building on the Property and, not later than twelve (12) months after completion of such building footings, the Owner shall substantially complete the building. To

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“Substantially Complete” the building means either the satisfactory performance of a final building inspection by the Municipality or that the building and improvements to the Property are capable of completion at a cost of not more than ten (10%) percent of the total cost of construction.

6. Option to Repurchase

(a) Subject to the provisions of Section 6 (b) hereof, if the Owner of the Property fails to complete all building footings or substantially complete the building on the Property in the manner and within the time limits set out in Section 5 above and fails within thirty (30) days of notice of such default to substantially complete the building, then for one hundred and twenty (120) days thereafter, the Developer shall have an irrevocable option to repurchase the Property on which the Owner is in default hereunder for the original price that the Developer sold the Property to the Owner, less: (i) ten (10%) percent; (ii) any agent's commissions paid or incurred by the Developer; (iii) any unpaid taxes and charges against the Property and any monies including interest owing hereunder by the Owner to the Developer; and (iv) all legal fees and any expenses incurred by the Developer in connection with such repurchase. Contemporaneously upon payment to the Owner of such price for repurchase within thirty (30) days of the Developer's election to repurchase, the Owner shall transfer and release all its right, title and interest in each the Property to the Developer free and clear of all encumbrances and deliver up quiet possession of the Property to the Developer.

(b) If the completion of construction of either all building footings or substantial completion of the building, as the case may be, as required under Section 5 was delayed by causes, which, in the opinion of the Developer or its designated agent, were not within the reasonable control of the Owner and unavoidable by the exercise of reasonable effort or foresight by the Owner (excluding the Owner's financial status) or the delay was caused by any default or act of omission by the Developer, then the time for completion will be extended by the time of such delay.

7. These Restrictions, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property, and shall remain in full force and effect for the benefit of the Property designated by the Developer.
8. These Restrictions shall be binding upon the Transferee and their heirs, trustees, administrators, successors and assigns and shall continue in full force and effect in perpetuity from the date hereof. These Restrictions are for the benefit of each and every Owner of the Property and their respective owners from time to time.
9. The construction, validity, and enforcement of these Restrictions shall be determined according to the laws of the Province of Ontario. The venue of any

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action or suit brought in connection with these Restrictions shall be in Essex County, in the Province of Ontario.

10. 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 most onerous or which places the greatest restrictive burden on the use of the Property shall be applicable.
11. Failure of the Developer to insist upon strict performance of any provision of these Restrictions with respect to land within Kinsmen Norman Road Park shall not be deemed to be a waiver of such provision as to such land unless the Developer has executed in writing a waiver thereof. Any such written waiver of any provision of these Restrictions by the Developer with respect to any Property shall not constitute a waiver of such provision as to any other land within Kinsmen Norman Road Park.
12. The amendment or invalidation of any provision or provisions of these Restrictions by lawful court order shall not affect or modify any of the other provisions of these Restrictions, which other provisions shall remain in full force and effect. The Parties agree that an Ontario Court shall have the right to amend these Restrictions.
13. 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.
14. The Developer reserves the right to amend these Restrictions as reasonably required, in its sole discretion.
15. These Restrictions will be registered on title to the lands on Closing at the Transferee's expense.

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