

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 9

Properties

PIN 00413 - 0001 LT
Description UNIT 1, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0002 LT
Description UNIT 2, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0003 LT
Description UNIT 3, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0004 LT
Description UNIT 4, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0005 LT
Description UNIT 5, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0006 LT
Description UNIT 6, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0007 LT
Description UNIT 7, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0008 LT
Description UNIT 8, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0009 LT
Description UNIT 9, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0010 LT
Description UNIT 10, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0011 LT
Description UNIT 11, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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yyyy mm dd Page 2 of 9

Properties

PIN 00413 - 0012 LT
Description UNIT 12, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0013 LT
Description UNIT 13, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0014 LT
Description UNIT 14, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0015 LT
Description UNIT 15, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0016 LT
Description UNIT 16, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0017 LT
Description UNIT 17, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0018 LT
Description UNIT 18, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0019 LT
Description UNIT 19, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0020 LT
Description UNIT 20, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0021 LT
Description UNIT 21, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0022 LT
Description UNIT 22, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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Properties

PIN 00413 - 0023 LT
Description UNIT 23, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0024 LT
Description UNIT 24, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0025 LT
Description UNIT 25, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

Applicant(s)

Name SIFTON PROPERTIES LIMITED
Address for Service 195 Dufferin Avenue, Suite 800, London, ON N6A 1K7

I, Richard Sifton (President & CEO) and Wayne Reid (Vice-President Finance & Administration), have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

Signed By

Jeannette Yvonne Bronson 80 Dufferin Ave. acting for Signed 2016 12 29
London, ON Applicant(s)
N6A 4G4
Tel 519-672-4131
Fax 519-672-3554

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

LERNERS LLP 80 Dufferin Ave. 2016 12 29
London, ON
N6A 4G4
Tel 519-672-4131
Fax 519-672-3554

Fees/Taxes/Payment

Statutory Registration Fee \$63.35
Total Paid \$63.35

File Number

Applicant Client File Number : 932-2075 RCD*JB

CONDITIONS, RESTRICTIONS AND COVENANTS
Part of Blocks 62 & 63, Plan 41M-309
now Units 1 to 25, Level 1, Oxford Vacant Land Condominium Plan No. 119

HARRISVIEW, PHASE 2

ARTICLE 1
DEFINITIONS

1.1 The following words and expressions shall have the following meanings:

"**MUNICIPALITY**" shall mean The Corporation of the Town of Ingersoll.

"**MUNICIPAL ENGINEER**" shall mean the Town Engineer of the Town of Ingersoll.

"**UNIT**" or "**UNITS**" means Units 1 to 25 (both inclusive) Oxford Vacant Land Condominium Plan No. 119, or any one of such Units as the context of these Conditions, Restrictions and Covenants so require;

"**TRANSFEROR**" shall mean Sifton Properties Limited, its successors and assigns;

"**TRANSFeree**" shall mean the owner or owners, from time to time of each Unit which these Conditions, Restrictions and Covenants affect;

"**RESIDENCE**" shall mean a single family dwelling unit constructed or to be constructed upon a Unit;

ARTICLE 2
TERM

2.1 These Conditions, Restrictions and Covenants shall run with the land and be in force for a period of twenty (20) years from date of registration of these Conditions, Restrictions and Covenants.

2.2 The Transferor agrees that three (3) years after the date of conveyance of the Unit, any subsequent Transferee of such Unit with a completed Residence erected thereon may assume that any approvals herein required have been given by the Transferor unless such subsequent Transferee has received actual notice from the Transferor that such approval has been refused.

ARTICLE 3
RESTRICTIONS

3.1 No building erected on any Unit shall be used for the purpose of any profession, trade, employment, manufacture or business of any description, nor as a hospital or other charitable institution, nor as a funeral home or crematorium or anything in the nature thereof, nor as a hotel, apartment house, rooming house or place of public resort, nor for any sport or game other than such game 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 family living only and garage for the use of the occupants thereof; nor shall the Unit without a Residence be so used; nor shall anything be done upon the Unit or in any building thereon which will prevent quiet enjoyment of the neighbouring Units. Provided that applicable zoning by-laws have been complied with, nothing contained in this clause shall be deemed to prevent or prohibit the Unit or any buildings from thereon being used as the office for a physician, surgeon, dentist, engineer, solicitor or other professional practitioner when such office forms part of the practitioner's own Residence providing no more than two people including the professional practitioner work in the office, but this permission shall not be construed as permitting any such practitioner, or any other person, to use such building thereon as a sanatorium, hospital, nursing home or anything in the nature thereof.

3.2 No unlicensed or derelict motor vehicle, trailer, boat, mobile home or commercial truck shall be stored anywhere on the Unit other than in an enclosed garage or other suitable totally enclosed space.

3.3 No animals of any kind may be kept for commercial purposes and no dog kennel for the purpose of raising, breeding or training dogs may be kept on the Unit or in the Residence, garage or any other structure situate upon the Unit.

- 3.4 No antenna or aerial receiving equipment of any nature or kind shall be erected or maintained on the Unit, or upon the Residence, garage or any other structure or improvement constructed upon the Unit. This condition does not restrict the installation of satellite receiving equipment with a maximum dish diameter of 0.8 metres (the "Satellite Dish"). The installation of a Satellite Dish shall not be permitted in the following locations:
- (a) in the front yard or upon the front elevation of any Residence, garage or other structures or improvements constructed upon the Unit;
 - (b) upon the side elevation of any Residence, garage or other structures or improvements constructed upon the Unit if the Satellite Dish is visible from the street;
 - (c) in the side yard or rear yard on any accessory buildings, posts, fencing, structures or improvements constructed upon the Unit, if the Satellite Dish is visible from the street;
and
 - (d) upon any roof pitch of a Residence if the Satellite Dish is visible from the street.
- 3.5 No garbage or refuse may be stored on the Unit other than in a suitable enclosed space so that the garbage containers are not visible from the street.
- 3.6 Each Transferee shall be responsible for the care, watering and maintenance of any trees or plantings located on the road allowance in front of their respective Units.
- 3.7 No signs, billboards, notices or advertising matter of any kind shall be placed upon any part of the Unit or anything situate thereon, or upon any buildings, fences or other things erected or placed thereon, except with the prior written consent of the Transferor, other than one sign advertising the property for sale or rent measuring not larger than 0.9 metres by 0.6 metres, and any sign erected by a medical or dental practitioner not exceeding 0.2 square metres in area showing the practitioner's name, profession and visiting hours.
- 3.8 No gardens shall be planted nor landscaping of any kind shall be installed any closer than 0.3 metres to any sidewalk situate upon the Municipality's road allowance, in order that safe and adequate winter maintenance of the sidewalk can be provided.
- 3.9 No wind turbine or wind energy conversion system that is used for the production of electrical power where wind is the energy source shall be permitted to be installed upon a Unit or affixed to a Residence, unless otherwise permitted by municipal law.

ARTICLE 4 UNIT GRADING PLAN

- 4.1 No construction shall commence on any Unit(s) until a Unit grading plan (the "Unit Grading Plan") certified by the Transferor's consulting engineer has been filed with the Chief Building Official of the Municipality.
- 4.2 No construction beyond the completion of the footings shall occur until there has been filed with the Chief Building Official, an interim grading certificate bearing the signature and seal of either Transferor's consulting engineer or an Ontario Land Surveyor certifying that the elevation of the top of foundations will conform to the Unit Grading Plan.
- 4.3 No newly constructed building shall be occupied or used unless the Unit is rough graded, to the satisfaction of the Transferor, and the Chief Building Official and Municipal Engineer, so that water will not accumulate at or near the Residence and will not adversely affect adjacent properties.
- 4.4 Within seven (7) months of occupancy, a final grading certificate shall be deposited with the Municipal Engineer. The final grading certificates shall bear the signature and seal of the Transferor's consulting engineer, who is responsible for the overall subdivision grading, certifying that the actual finished elevation and grading of these lands generally conform with the accepted area or subdivision grading plan and the Unit Grading Plan.

- 4.5 After the Unit(s) have been graded in accordance with these Conditions, Restrictions and Covenants, no change shall be made to the actual finished elevation and grading in any way that results in a material alteration of drainage on or across these Unit(s) or adjacent lands from that shown on the accepted subdivision grading plan and the Unit Grading Plans for the Unit(s) and the adjacent lands without the prior written approval of the Municipal Engineer and the delivery of such written approval to the Transferor. The Transferee shall be responsible for any costs incurred by the Transferor in order to perform remedial works to correct any grading deficiency.

ARTICLE 5 CONSTRUCTION

- 5.1 No building shall be erected on a Unit other than one townhouse dwelling suitable for the use of a single family only, and includes an attached garage, suitable only for the use of the occupants, and constructed concurrently with the Residence, as approved by the Transferor.
- 5.2 Occupancy of a Residence will not be permitted unless sidewalk and/or driveway construction has been completed, except in cases where occupancy occurs between October 1 and May 31 and such construction cannot be completed, in which event the required construction shall be completed by June 1. The Transferee shall have its consulting engineer include confirmation of completion of such sidewalk and driveway construction within the final grading certificate.
- 5.3 No driveway shall be constructed on any Unit unless it is of asphalt, concrete or interlocking brick construction and further, unless it extends to the road curb and is provided with a flare at the curb, as required by the Municipality. The Transferee shall install a driveway in order to satisfy the assumption requirements of the Municipality in a timely fashion at the request of the Transferor and at no cost to the Transferor.
- 5.4 Permanent inground or partial above-ground swimming pools may not be constructed or installed within the rear yard of a Unit. No swimming pools of any kind shall be permitted to be installed in the front yard or side yard if visible from the street.
- 5.5 No structure other than a Residence and a garage as herein specified shall be erected on the Unit other than fences, hedges or walls (in compliance with applicable by-laws), and a garden shed measuring not larger than 3 metres in width by 3 metres deep by 1.8 metres in height provided that the location of the garden shed does not interfere with the drainage of the Unit as shown in the Unit Grading Plan, unless otherwise permitted by municipal law.
- 5.6 No top-soil, sand or gravel shall be removed from the Unit during the construction of the Residence without the prior written consent of the Transferor. No materials removed from the Unit shall be placed on any adjoining lands or any lands owned either by the Municipality or the Transferor.
- 5.7 No building waste or other material of any kind shall be dumped or stored on any Unit, except clean fill and top soil for the purpose of levelling the Unit in compliance with the Unit Grading Plan and the completion of any building thereon. Should the Transferor be required to clean-up the Unit as a result of the Transferee's failure to do so, any expense for clean-up of untidy Units shall be solely the responsibility of the Transferee.
- 5.8 No weeping tile connections will be permitted into the sanitary sewers nor will direct gravity connections from the weeping tiles be permitted to the storm sewer system unless the storm sewer system has the capacity to provide for such connections to the satisfaction of the Municipal Engineer. However, pumped connections from the weeping tile to the storm sewers will be permitted. The sanitary sewer PDC shall be visible and capped at all times during construction to prevent storm water drainage into the sanitary sewers. No storm water shall be permitted to enter the sanitary sewer at any time during construction or otherwise.
- 5.9 No excavation or construction upon a Unit shall be undertaken unless in full compliance with the provisions of the Occupation Health and Safety Act and regulations thereto. The Transferee acknowledges and accepts that during construction of an adjacent Residence, a contractor may be required to encroach upon their Unit to properly and safely complete shoring and excavation. Should any restoration to the Unit due to such construction be required, the Transferee, whose contractor has encroached upon the Unit shall, in a timely manner, undertake such work as is necessary to restore the affected area of the Unit to its original condition.

- 5.10 No building shall be erected on a Unit other than one townhouse dwelling suitable for the use of a single family only erected in accordance with the following specifications, and includes an attached garage, suitable only for the use of the occupants, and constructed concurrently with the single family dwelling:
- (a) **Any Residence to be constructed upon Units 1 to 25, (both inclusive), shall be either:**
- (i) **a one storey dwelling with a main floor area of not less than 1,071 square feet; or**
- (ii) **a one storey dwelling with a main floor area of not less than 1,071 square feet with a loft with an floor area of not less than 538 square feet.**
- 5.11 The first floor of the Residence which is above grade shall be constructed of solid brick, brick veneer, stone, or a combination of brick, brick veneer, stone, concrete siding or stucco. On a two storey Residence, the second floor may be constructed of concrete, aluminium or vinyl siding, stucco, solid brick or brick veneer exterior which is to be approved by the Transferor, in writing.
- 5.12 For all Residences, building drawings, including, but not limited to preliminary Unit grading plans, front, rear and side elevation architectural plans and floor plan(s) must be reviewed and approved in writing by the Transferor prior to the Transferee applying to the Municipality for a building permit(s).
- 5.13 Prior to application for a building permit, Transferees are encouraged to orient the Residence utilizing the 6.0 metre minimum main building setback from the Municipality's road allowance. The front yard setback for any portion of the front elevation of the main building or garage shall not exceed 6.0 metres, unless approved by the Transferor in writing.
- 5.14 The footprint of the Residence shall be situated parallel to the municipal Street fronting the Unit. All Residences shall be oriented on the Unit to utilize the maximum Unit frontage permitted by the Municipality, unless approved by the Transferor in writing.

ARTICLE 6 SPECIAL PROVISIONS/WARNING CLAUSES

- 6.1 No excavation or construction shall be permitted other than in strict accordance with the geotechnical recommendations set forth in the geotechnical report of Exp. Services Consulting Engineers Limited respecting this subdivision, such geotechnical engineer must certify to the Municipality's Director of Building Control upon completion of the foundation on the affected Unit that the building construction was completed in accordance with the recommendations of the geotechnical engineer.
- 6.2 All Transferees are advised that the construction of additional public school accommodation is dependent upon funding approval from the Ontario Ministry of Education and, as a result, the property may be designated as part of a "Holding Zone" by the Thames Valley District School Board and that any students residing in such Holding Zone may be designated to attend a "Holding School" until a long-term accommodation solution is in place. There can be no assurance that a new elementary or secondary school may be built to accommodate students residing within the Holding Zone.
- 6.3 No excavation upon a Unit shall be undertaken unless in full compliance with the provisions of the Occupation Health and Safety Act and regulations thereto. The Transferee acknowledges and accepts that during construction of a Residence, a contractor may be required to encroach upon an adjacent Unit to properly and safely complete shoring and excavation. Should any restoration to an adjacent Unit be required, the Transferee whose contractor has encroached upon the adjacent Unit shall, in a timely manner, undertake such work as is necessary to restore the affected area of the Unit to its original condition.
- 6.4 All Transferees are warned of the following:
- (a) that dust, odour and other emissions from agricultural activities conducted in the periphery of the Municipality may be of concern and may interfere with some residential activities; and

- (b) that intermittent blasting, noise and vibration from limestone open pit mining and accessory operations conducted in the periphery of the Municipality may be evident and may occasionally interfere with some residential activities.
- (c) All Transferees acknowledge and agree to include the foregoing environmental clause in all purchase and sale agreements.

6.5 All Transferees are advised that:

- (a) the home/business mail delivery will be from a designated Centralized Mail Box; and
- (b) the location of the exact Centralized Mail Box locations will be confirmed prior to the completion of the sale of a Residence.

6.6 Transferees are advised that dust, odour and other emissions from agricultural activities conducted in the periphery of Ingersoll may be of concern and may interfere with some residential activities.


6.7 Transferees are advised that intermittent blasting, noise and vibration from limestone open pit mining and accessory operations conducted in the periphery of the Town of Ingersoll may be evident and may occasionally interfere with some residential activities.


ARTICLE 7 COVENANTS

- 7.1 The Transferor, its successors and assigns, reserves the right to enter upon any Unit(s) (subsequent to any conveyance it may execute) at any time during the period these restrictions are in force as specified in Section 2.1 herein for the sole purpose of making any repairs, changes or alterations in the grading or location of any swales upon the Units or changes in any engineering details as may be required by the Municipality, in connection with its approval of any engineering drainage plans affecting such Unit(s) and pursuant to the liability imposed on the Transferor to do such work as provided by registered Agreement(s) between the Transferor and the Municipality, respecting all Units within the plan of subdivision. The right to enter benefits all those lands within Registered Plan 41M-309, including but not limited to any Units, still owed by the Transferor.
- 7.2 The Transferee acknowledges that the Units are being developed by the Transferor in accordance with certain subdivision and development agreement(s) with the Municipality and it is agreed that construction upon and the usage of the Units shall be governed in all respects by the subdivision and development agreement(s) where applicable.
- 7.3 The Transferor shall be under no liability to the Transferee(s), his, her, its or their heirs, executors, administrators, successors or assigns or to any other person or corporation for any damages arising directly or indirectly out of or in connection with its approval or disapproval or failure to approve any plans for specifications or its consent to or failure to consent to any act, matter or thing, or its amendment, variation, modification or removal of any restrictions herein contained, or its substitution of other restrictions or failure to enforce any contravention of these Conditions, Restrictions or Covenants.
- 7.4 The Transferee hereby covenants with the Transferor that the burden of these Conditions, Restrictions and Covenants shall run with and bind the lands conveyed to and owned by the Transferee and are for the benefit thereof, as well as for the benefit of those lands within Registered Plan 41M-309 still owned by the Transferor.
- 7.5 The Transferor, may amend, vary, modify or remove any Conditions, Restrictions or Covenants herein contained and substitute any other Conditions, Restrictions or Covenants in respect of the Units, insofar as minor breaches thereof are concerned, but not so as to change the general intention or scheme of these Conditions, Restrictions or Covenants.
- 7.6 If any Condition, Restriction or Covenant contained herein, or the application thereof to any circumstance, shall be held to be invalid or unenforceable, then the remaining provisions hereof and the application thereof to other circumstances shall be not affected thereby and shall be held to be valid and enforceable to the full extent permitted by law.

DATED at London, Ontario this 15th day of December, 20 16

SIFTON PROPERTIES LIMITED

Per: 
Richard Sifton
President

Per: 
Wayne Reid
Vice President,
Finance and Administration

We have authority to bind the Corporation.