

## RESTRICTIVE COVENANT

**WHEREAS** DEVELOPER (the "Company") is the registered owner of all units in a condominium development known as "PROJECT" and municipally described as \_\_\_\_\_ (hereinafter referred to as "the Project") in \_\_\_\_\_, consisting of, inter alia, \_\_\_\_\_ residential units being legally described as:

(hereinafter called the "Units" and singularly a "Unit");

**AND WHEREAS** the Project also contains \_\_\_\_\_ parking stall units legally described as:

(hereinafter called the "Parking Units" and singularly a "Parking Unit")

**AND WHEREAS** for the purpose of maintaining orderly operation of the Project and to maintain the existing and future amenities of the Units, the Company and CONDOMINIUM CORPORATION (hereinafter referred to as the "Condominium Corporation") wish to impose certain restrictions on the Units and the Parking Units, whether the same are hereafter transferred or retained by the Company, such restrictions to run with the Units and the Parking Units on the transfer for sale of the same and to bind the Company and the transferees of such Units and Parking Units and their successors;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the foregoing and for the benefit and protection of the owners of the Units and the Parking Units and of each of the transferees of the same and their successors in title, the Units and the Parking Units and each of them are hereby charged with the following restrictive covenants:

1. An owner of a Parking Unit shall not permit any person (including an individual, firm or corporation) to use or occupy that Parking Unit (whether under a lease, licence or otherwise howsoever) unless such person is the lawful occupant of a Unit or unless such person is using or occupying the Parking Unit as a visitor with the consent of the Board of Managers of the Condominium Corporation.
2. An owner of a Parking Unit shall not sell or otherwise divest itself of the fee simple interest in such Parking Unit except to an owner of the fee simple interest in a Unit in the Project or to the Condominium Corporation to be used for resident or visitor parking.
3. An owner of a Unit shall not mortgage or otherwise encumber the Unit unless such mortgage or other encumbrance is also secured against any Parking Unit owned by such owner, such that in the event the mortgagee or encumbrancee is forced to realize on its security or effects a sale or other disposition of the Unit, such sale or other disposition shall include the sale or similar disposition of any Parking Unit with the Unit.
4. No owner shall sell, partition or otherwise divide any interest in a Parking Unit so as to diminish its size.
5. No owner or occupier of a Parking Unit shall use it other than as a parking area for a standard passenger model, private operative motor vehicle.
6. No owner or occupier of a Parking Unit shall erect any storage box, structures, improvements or fixtures on or within the Parking Unit or alter or add to such Parking Unit without the prior written consent of the Board of Managers of the Condominium Corporation.

7. An owner of a Parking Unit shall not park more than one (1) motor vehicle in the Parking Unit and shall not use those portions of the common property adjacent to the Parking Unit other than for access to and egress from the Parking Unit.
8. An owner shall not allow his Parking Unit to become or remain in an untidy or unsightly condition. The Condominium Corporation shall be responsible for structurally maintaining the Parking Unit to a standard considered reasonable by the Condominium Corporation. The Condominium Corporation shall have the right of entry and access to any Parking Unit as may be necessary to permit repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto.
9. An owner shall not park any automobile in a Parking Unit which leaks excessive amounts of oil or grease or leaks any gasoline or which is, in any other way, offensive or hazardous.

**THE COMPANY FURTHER COVENANTS** with each of the transferees of the Units and the Parking Units that:

- (a) The foregoing restrictive covenants shall be registered at the Land Titles Office for \_\_\_\_\_ against all Units and all Parking Units;
- (b) The Company will not sell or dispose of the Units or the Parking Units or any of them except subject to the foregoing restrictive covenants; and
- (c) The Company will observe the foregoing restrictive covenants so long as the Company owns any of the Units or Parking Units.

**IT IS HEREBY FURTHER DECLARED** and prescribed that:

- (a) The foregoing restrictive covenants are intended to run with the Units and the Parking Units and to bind the Company, the Condominium Corporation, the transferees of any of the said Units and Parking Units and their successors in title or interest, including but not restricted to purchasers under Agreements for Sale and tenants;
- (b) Each of the Units shall be the dominant lands to each and every other of the Units and the Parking Units for the purpose of enforcing the foregoing restrictive covenants;

**THIS IS A 3-PAGE FORM.**