

DEED RESTRICTIONS FOR MOUNTAIN FOREST ESTATES COVENANTS AND RESTRICTIONS

1. Covenants

The following covenants shall be covenants running with the lands in Plan, namely Lots 1 – 15 inclusive for the benefit of the said lands within the plan of subdivision and it is hereby declared agreed that any person so holding or claiming shall have the right to enforce observance of the said stipulations, restrictions and provisions by any other person so holding or claiming, so that the said stipulations, restrictions and provisions shall ensure to and be for the mutual benefit of all persons so holding or claiming.

These covenants are not to be held binding upon any person except in respect of breaches committed or continued during their, his, her or its joint or sole seisin of title to the lands upon or in respect of which such breaches shall have been committed.

2. Building Restrictions

Notwithstanding anything herein contained, no building, fence (including hedges), erection, or landscaping of any kind shall be erected on the said lands unless the plans, specifications and elevations including all exterior colours and materials shall first be submitted and approved in writing by Seller. or its assignee and no building, improvement, or structure shall be constructed on the lands otherwise than in conformity with such approved plans, specifications and elevations. Once the applicant has submitted the required materials Seller., or its appointee, shall use its best efforts to provide a response within thirty (30) days after receipt by Seller. of the required material.

The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that no dwelling unit shall be erected on the said parcel of land or any part thereof which shall have an area of not less than 1,400 square feet for a bungalow, 1,400 square feet on the ground floor for a split level, or a minimum of 1800 square feet for a two storey with a minimum of 1,200 square feet on the ground floor of liveable space excluding attic and basement and garage areas and other areas which are not normally heated and in addition not less than a two car garage and paved or other driveway surface approved by Seller. or its appointee.

The Developer reserves an easement in favour of itself, its servants, agents, successors and assigns to permit such persons, until such time

as the Developer has been released from all of its obligations of the subdivision agreement, to enter upon the real property for the purpose of performing any work that the Developer is required to perform pursuant to the subdivision, or other agreement.

3. Transfer Covenants

Terms of the Subdivision Agreement with SD&G Counties the covenants shall be incorporated in all Transfers with the express intent that they shall be covenants running with the lands for the benefit of the lands in the subdivision as a building scheme as well as the following covenants:

- (a) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grade control plan, without the written consent of SD&G Counties Engineer and the Owners Association, if applicable.
- (b) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not fill in any ditches or swales on the lands described herein or in any road ditch adjacent to the said lands nor install any storm sewer in any such ditches or swales including road ditches adjacent to the said lands without the prior written consent of SD&G Counties Engineer and the if applicable, Owners Association.
- (c) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will maintain the land from the edge of the gravel shoulder to the lot line in a neat and orderly fashion including cutting of grass regularly and replacing any that dies, maintaining the stone infiltration strip where provided removing any debris, leaves, grass and sediment all to the satisfaction of SD&G Counties and Seller. and pursuant to the Subdivision Agreement with SD&G Counties.
- (d) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that any well drilled and any sanitary system installed on the lands herein described shall be located and constructed in accordance with the most stringent requirements of SD&G Counties and the Ministry of the Environment and the if applicable, Architectural and Design Guidelines and in particular

with any requirements in any Subdivision Agreement affecting these lands.

- (e) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall not cause or permit the discharge of water from a sump pump on his lands directly into any ditch or drain located on any public highway adjacent to his lands. However, sump pump outlets may discharge into entrance pipes provided the sump pump pipe is inserted into the pipe a minimum length of one metre and the Transferee provides a check valve on the sump pumps.
- (f) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the use of heat pump/ water furnace systems will require from the Ministry of the Environment a "permit to take water" if usage reaches 50,000 litres per day and under no circumstances shall discharge be allowed to enter ditches or swales under the jurisdiction of SD&G Counties and Seller. and all discharge into an open loop system shall be in a second well constructed in accordance with Schedule "J" of the subdivision agreement with SD&G Counties and to the same depth and/or aquifer as the supply well.
- (g) The Transferee, his heirs, executors, administrators, successors and assigns, are advised that the drainage system on lots is part of the storm water management system and in order to function properly the homeowner shall maintain grass within the swales keeping it cut to an optimum height of 10 centimetres and shall ensure the swales are not obstructed by physical structures, disposition of materials or alterations to the grade. Failure to comply will result in SD&G Counties taking corrective action and charging costs back to the property.
- (h) The Transferee, for himself, his heirs, his successors and assigns covenants and agrees that because the storm water management system for this subdivision will ultimately require repair or replacement in the future, SD&G Counties may seek to recover from the then Owner a proportionate share of the cost pursuant to applicable legislation.
- (i) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall pay to SD&G Counties the subdivision development charges for that lot, as provided for in Schedule "D" of the Subdivision Agreement for that lot, as well as

any school board development levies. The transferee, his heirs, executors, administrators, successors and assigns shall not apply for, nor shall the City be under any obligation to issue, any building permit for any dwelling unit, on his lot until he has paid the aforesaid charges with respect to that lot.

- (j) All buildings shall be constructed in accordance with the zoning restrictions applicable to the area.
- (k) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he, or the person obtaining the building permit for the residential unit, shall supply and install an automatic photo-cell operated lawn lamp to be located at the edge of laneway within 1.5 metres of the street allowance limit; power supply to be provided from the dwelling unit, all as more particularly described in Schedule "N" of the Subdivision Agreement.
- (l) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he, or the person obtaining the building permit for the residential unit, shall plant and maintain one tree on his lot located not further than 2.5 metres from the street allowance limit and not closer than 2.5 metres to a driveway, all as more particularly described in Schedule "M" of the Subdivision Agreement.
- (m) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to protect and repair any damage caused to sub-drain pipes which are located under roadside ditches.
- (n) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that although development of this subdivision is consistent with Provincial Noise Standards it is likely residents will experience exposure to railroad noise and dwellings will adhere to use building products appropriate for noise and vibration, if applicable.
- (o) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that the City does not guarantee nor warrant the quality or the quantity of groundwater. If, at some future date, the quality or quantity of the groundwater becomes deficient,

SD&G Counties bears no responsibility financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the owner.

- (p) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the construction of wells shall be supervised by a qualified engineer, as approved by SD&G Counties, who shall certify by signing the "Well compliance" form set out in Schedule "J" of the subdivision agreement with SD&G Counties that wells are constructed in accordance with the specifications in the Hydrogeological Report including all addendums and the MOE Guideline "Water Wells and Groundwater Supplies in Ontario".
- (q) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that the landscaped boulevard, the pathways, ponds and parks and facilities are provided for the sole use and enjoyment of the residents of this subdivision and future maintenance shall be the sole responsibility of "The if applicable, Owners Association" and further acknowledges that SD&G Counties has no responsibility whatsoever for maintenance of the said boulevard, pathways, lakes or facilities.
- (r) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that SD&G Counties is not responsible for the surface water quality for the proposed lakes prior to, during and after construction. These responsibilities are solely that of the SoOwners Association, if applicable owners Association, the Owner, and its successors in title.
- (s) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that he is aware of the provisions of the City's standard form of sewer and drainage easement which reads in part as follows:
"The Transferor for himself/herself/itself and for his/her/its heirs, executors, administrators, successors and assigns, covenants with the Transferee that the Transferor shall not construct any fences on the lands described in Schedule "B" (of the easement,

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which are the same as the lands in Paragraph 2(a) of Schedule "E" of this Subdivision Agreement) and that the Transferor shall not plant or maintain

any trees or shrubs of any nature which when mature reach a height greater than two metres."

and the Transferee covenants and agrees to comply with such requirements."

- (t) "The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that:
 - (a) Lots shall be made suitable for installation of sewage systems prior to, or at the building permit stage to the satisfaction of the Ministry of the Environment in accordance with Ontario Regulation 358/90 made under the Environmental Protection Act and the owner shall conduct individual lot by lot percolation tests, high groundwater measurement and mounding calculations and other studies, as required by SD&G Counties Septic System Office, before sewage system installation;
 - (b) The development shall be in accordance with the Lot Development Plan prepared by John D. Paterson and Associates Limited;
 - (c) The Report prepared by John D. Paterson and Associates Limited titled "Terrain Analysis and Hydrogeological Study" and all addendum (the hydrogeological report) are available from the Owner to lot purchasers as a guide to development;
 - (d) Wells shall be located and constructed in accordance with the recommendations of the Hydrogeological Reports and shall be completed in conformance with SD&G Counties well compliance program;
 - (e) Wells shall be constructed in accordance with Ontario Regulations 612/84."
- (u) "The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, that at the present time this problem is being addressed by the utilization of portable classrooms and/ or by directing students to schools outside their community. This problem will not be resolved until such time as additional pupil places can be made available."
- (v) The sodium levels in well water may exceed 20mg/l. The Regional

Medical Officer of Health recommends that persons with cardiac problems (hypertension, etc.) discuss this matter with their family physician. Treatment may be required for those contaminants (hardness, iron, manganese) which exceed Ontario Ministry of Environment aesthetic drinking water objectives and that a separate drinking supply is recommended if sodium-based water softeners are used.

- (w) The design, locations and elevation of any structure or landscaping shall not be such as to interfere with the drainage of surface water on the lands nor of surface water originating from adjacent lands and lands subject to drainage easements shall be free of buildings or other structures or any part of septic system or well or trees, shrubs or other vegetation other than maintained grass. For the benefit of all the lands dedicated to and owned by the City for municipal streets within this plan of subdivision the grantee or mortgagee, as the case may be, for himself, itself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grade control plan, without the prior written comment of SD&G Counties Engineer. The express intent of this covenant is that the same shall run with the lands and will benefit all lands within the subdivision by providing proper and adequate drainage.

- (x) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that if any damage is caused to any of the works located within the plan of subdivision as the result of any act or omission on the part of the purchaser, the purchaser shall repair such damage or be proceeding diligently to repair such damage within a period of seven days after notice from SD&G Counties, or Seller., or Owners Association, if applicable. Owners Association, and the Purchaser agrees that in default thereof SD&G Counties may enter upon the land for the purpose of so doing and may recover the cost thereof together with an amount equal to 30% of that cost as a fee for supervision and an amount equal to 30% of that cost as a fee for administration, all as municipal taxes under Section 325 of the Municipal Act of Ontario. The works referred to above shall include any or all of the following within Plan 4M-1265:
 - (a) Roads,

 - (b) Road ditches and culverts, drainage ditches and swales,

- (c) Utility services,
- (d) Street and traffic signs.

4. Television Antenna, Clothes Lines

No external television antenna shall be erected on the lands and premises so long as an underground cable television facility is available to service the said lands and premises. All satellite dish antenna devices shall be adequately screened from view from the roadways and adjoining properties and shall not be erected without prior consultation and written consent from Seller. or the Owners Association, if applicable. Owners Association. No exterior clothesline shall be erected or used in the subject lands, unless adequately screened and with consent of Seller. or the Owners Association, if applicable.

5. Driveway Entrance Lamp

in addition to paragraph 3(k), above, the Transferee for himself, his heirs, executors, administrators and assigns covenants and agrees to install not less than two (2) photocell operated lawn lamps and two (2) pedestals approved by Seller. at the edge of the laneway in each lot conveyed to him in accordance with the specifications approved by the Owners Association(if applicable) Architectural & Design Guidelines. Power to service the lamp on each lot shall be provided from the power supply of the dwelling unit to be constructed on each lot. The purchaser shall maintain and keep in working order and regularly lit every night the said lawn lamps including carrying out the replacement of bulbs and the repair of the power line if such is damaged. The purchaser shall be responsible for the payment of a deposit as prescribed by the Owners Association from time to time, to ensure the installation of the lamps within one year from the issuance of a building permit. The developer or Owners Association, if applicable shall have the right to install the lamps at the owner's cost if the owner fails to install within the one year period referred to above and the cost of same shall become a lien against the purchaser's land.

6. Excavation

No excavation shall be made on the lands except excavations for the purpose of building on same at the time of commencement of such building, or for the improvement of the gardens and grounds thereof, and no soil, sand or gravel shall be removed from the lands except in each case with the prior written permission of Seller. or its appointee.

7. Waste Storage

No building waste or other material of any kind shall be dumped or stored on the lands except clean earth for the purpose of levelling and landscaping in connection with the erection of a building thereon or of the immediate improvement of the grounds.

8. Signs

No signs, billboards, notions or other advertising matter of any kind (except the ordinary signs offering the dwelling unit thereon for sale or rent) or signs permitted under the if applicable, Architectural and Design Guidelines shall be placed on any part of the lands or upon or on any buildings or on any fence, tree or other structure on the lands without prior written permission of Seller. or its appointee.

9. Appearance

The exterior of any dwelling unit and its gardens and grounds shall not be left in an unsightly or untidy condition.

10. Trees

No living tree greater than four inches in diameter shall be cut down or removed from the lands other than those standing within an area to be excavated for the erection of a building or septic system thereon without the consent in writing of Seller. or its appointee. During the period of construction, any existing tree shall be protected as to prevent any damage and subject to the above exception, if any tree is cut down or removed or damaged without obtaining such consent the grantee or mortgagee as the case may be, will forthwith replace same under the supervision and to the satisfaction of Seller. or its appointee.

11. Utilities

All utility services such as gas, hydro, Bell Telephone and cable systems shall be brought from the mains underground into each dwelling by the lot owner. The lot owner shall not commence construction without first notifying the appropriate utilities.

12. Zoning By-Law

Notwithstanding the provisions of SD&G Counties Zoning By-Law, no person shall:

- (a) Use any part of a lot for the purpose of exterior storage;
- (b) Use any part of a lot for the parking of a derelict vehicle, motor

home, bus, or
commercial vehicle, or vehicle of more than a 1/2 ton capacity;

- (c) Use any part of a lot for the purpose of long-term parking of vehicles under repair or not in good working order;

13. without the express written consent of Seller., its successor or assigns, after making adequate provision for screening.

14. Restricted Chattels, Equipment & Furniture

No unlicensed vehicles, terrain vehicles, snowmobiles, motorized trail bikes, or motorized personal watercraft shall be permitted on the subject lands or any block or parcel in the subdivision including the lakes.

15. Culvert

The Transferee, his heirs, executors, administrators, successors and assigns shall be responsible for any default or defects resulting from arranging for the supply and installation at his expense of any laneway culvert, to City of Ottawa standards.

16. The vendor shall collect on closing a security deposit of \$2000 until completion of the installation of the culvert and all grading works. The deposit will be refunded to landowner upon final release of the developer under the subdivision agreement. In the event that the land owner or his agents, successors, assigns, does not complete the grading in accordance with the grading and drainage

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plan or takes any action that causes the developer to be held in default under the subdivision agreement, the vendor may use the deposit money to rectify the default, if such default is not rectified within 15 days of notice by the developer to the landowner, without further notice to the landowner.

16. Street Number

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants he shall not occupy the unit until he provides and places in a conspicuous position on the aforementioned lamp pedestal, a proper street number that is visible from the street line in front of such building or structure. This must be done before a Certificate of Occupancy will be issued by SD&G.

17. Right of Repurchase

In the event that five years after the registration of the conveyance to the purchaser, construction of a residence on a property has not proceeded to the "roof on" stage, Seller. or its assignee shall have the right at any time thereafter to purchase back the property from the purchaser or his transferee, heirs, executors, administrators, successors or assigns, at the same price that the original purchaser paid to Seller. This right may be exercised by a notice in writing to the transferee, his heirs, executors, administrators, successors or assigns, delivered to or mailed by prepaid registered mail to his last known address. If mailed, the notice shall be deemed given on the next business day following the date of mailing, and the purchase shall be completed on the first business day, thirty days following the date notice is given. In calculating the price Seller. shall deduct the amount outstanding as well as the cost of obtaining a discharge of a release from any encumbrance or lien holder affecting the subject lands.

18. Completion of Dwelling

The exterior of any building and landscaping erected on a lot shall not be completed any later than one year after the date of commencement of construction thereof.

19. Approval of Building & Siting Plans

In the event that the Transferee, his heirs, executors, administrators, successors or assigns has failed to obtain the approval of Seller. to his building and siting plans within 48 months from the date of the registration of the purchaser's conveyance, then the rights and terms of repurchase referred to above, paragraph 17, shall be immediately applicable in favour of Seller., the vendor herein.

20. No Subdivision

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants that he will make no attempt to further subdivide his lot without the written authorization of Seller. or its appointee.

21. Roads

(a) The transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that if, during the course of the construction of any building or buildings on any lot which he owns

in the subdivision, any damage is done to the surface of the roads in the plan of subdivision at any time prior to SD&G Counties assuming the responsibility of those roads, then and in that event the purchaser will reimburse Seller. for the costs of any repairs necessitated by damage done by the purchaser or his agents.

22. Environmental Protection

No Transferee shall refrain from compliance with the following covenants:

- (a) The if applicable, Owners Association, or Seller. or their appointees shall have the right at any time upon twenty-four hours written notice delivered to the lot owner at the subject lands to enter upon the lands and premises for the purposes of inspecting the well or septic system or other potential environmental hazard or pollutant.
- (b) Following the results of such inspection, either Seller or its appointees, may make an order to rectify the well or specific system or any source of contamination at the owner's cost and if such order is not complied with to take such enforcement measures as are within its contractual or legal authority.
- (c) No Transferee, his heirs, executors, administrators, successors or assigns shall permit fertilizer or lawn chemicals of any kind to be applied to the lands, without the express written consent of the if applicable, Owners Association. The Transferee shall be responsible for contamination of any kind that may occur from a source within his lands. In particular the Transferee shall not permit animal, human, organic or chemical waste to contaminate or impact in any way the run off, seep into ground water, or into the lakes.
- (d) No soil, or fill, of any kind shall be brought onto the lands without the express written consent of the if applicable, Owners Association. The owner shall be responsible for making good any damage or contamination, which occurs from bringing onto the land any new material notwithstanding the approval of the if applicable, Owners Association.

23. Pets

Initials

No animals 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 and provided they do not constitute an annoyance or nuisance to the occupants of neighbouring lands as may be determined by the if applicable, Owners Association. There shall be no commercial breeding of such animals, fish or fowl. if applicable, Owners Association may pass Rules and Regulations governing pets on lands designated as common areas and under the control of the if applicable, Owners Association. No contravention of these Rules and Regulations shall be permitted.

24. Terms

The terms "purchaser", or "owner", or "person", or "lot owner", or "Transferee" used herein shall include a male or female person or a corporation or any combinations thereof, and all heirs, executors, administrators, successors and assigns of these persons and all covenants and obligations shall be joint and several.

25. Trail Easements

No plantings, structures, fence, hedge, improvement, or any part of the septic system or well shall be permitted within the trail easement without the express written consent of the if applicable, Owners Association.

26. Enforcement

No Transferee shall refrain from compliance with the following covenants: Where a Transferee, his heirs, executors, administrators, successors or assigns is in breach of any of these covenants, or of the provisions of the if applicable, Architectural Design & Guidelines or a ruling of the Design Review Committee or the rules, regulations, or bylaws of if applicable, Owners Association then enforcement may be sought by an order of a court of competent jurisdiction or pursuant to arbitration under the Arbitration Act of Ontario. All costs incurred by the Association in enforcing these covenants including legal and court costs shall be the responsibility of the defaulting owner and payment of same may be secured by way of notice of charge against the owner's lands. if applicable, Owners Association is deemed to be granted sufficient interest in title to the subject lands to register such notice.

27. No Transferee shall refrain from compliance with the following covenants:

- (a) The Transferee for himself, his heirs, executors, administrators, successors and assigns hereby covenants and agrees to be a member in good standing of the if applicable, Owners Association (the "Association") 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

acknowledges that membership in the Association is mandatory.

- (b) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees, as a member of the Association, to cause the Association, if applicable, to carry out and perform all the terms and conditions and provisions of any agreement with the municipality with respect to the maintenance of lands and improvements owned, leased or used by the if applicable, Owners Association.
- (c) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees as a member of the Association to cause the Association to maintain, repair and operate at its own expense the common areas and facilities constructed or to be constructed.
- (d) The Transferee for himself, his heirs, executors, administrators, successors and assigns further agrees to execute the Deed and covenants contained therein.
- (e) The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees to be bound by and to comply with any rules and regulations which may be imposed from time to time by the Association.
- (f) The Transferee for himself, his heirs, executors, administrators, successors and assigns herein acknowledge and agree that the Association has the power to:
 - ◆ (i) Elect a board of directors;
 - ◆ (ii) Establish and enforce rules and regulations affecting individual lots and common areas;
 - ◆ (iii) Charge and collect monthly assessments and special assessments payable from each lot owner to the Association;
 - ◆ (iv) Register a lien against title to any owner who is in default of payment of any assessment for more than 30 days. No owner shall take any

action to apply for removal of such lien until the assessment or arrears are paid in full together with the Associations costs of registration. The owner shall not object to the having granted an interest on title to the Association sufficient to register such a notice, lien or charge, shall refrain from any objection to the notice, lien or charge until the outstanding account is paid in full.

28. Any of the obligations, rights and covenants of Seller. contained in these restrictions may be assigned to the Association and upon such assignment, the Association shall assume all obligations, rights and covenants of Seller. and perform the same as would be performed by Seller. and, without limiting the foregoing, to and including the issuance of any certificate of compliance to date with respect to these restrictions.
29. Seller. or its assignee may agree to vary, alter, amend or remove any of the foregoing conditions in respect of those or any other lands on the said plan or other plans in the Association without notice to or consent of the Purchaser or the owner of any other land to which the foregoing conditions may apply so long as such variation, alteration, amendment or removal is not, in the opinion of Seller., or its assignee a substantial deviation from the general nature of the foregoing conditions.
30. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees not to install any docks, boat houses and rafts without written approval from the Seller. or the if applicable, Owners Association.
31. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees not to alter an existing driveway location or a predetermined driveway location without prior written consent of the City Engineer. If such permission is granted the Purchaser shall pay for all costs associated with relocating the driveway including any portions on municipal properties.
32. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that none of the following are permitted to be permanently located or stored in the front yard without written approval from Seller. or the if applicable, Owners Association, namely, lawn and garden maintenance equipment, storage sheds, play structures.
33. The Transferee for himself, his heirs, executors, administrators,

successors and assigns covenants and agrees that where there is a conflict between them, the most restrictive set back requirements as set out in SD&G Counties/appropriate By-laws and the if applicable, Architectural Design and Guidelines, shall apply.

34. If for any reason whatsoever any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:
- (a) Is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and
 - (b) Continues to be applicable to and enforceable to the fullest extent permitted by law against any part and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.
35. The Owner, for himself, his heirs, executors, administrators, successors and assigns (hereinafter the "Owner") hereby irrevocably constitutes, appoints and shall refrain from any action to object to or impede Seller. or the if applicable, Owners Association as the true and lawful attorney of the Owner with power of substitution in the name of the Owner to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as Seller. or the if applicable, Owners Association, in its sole discretion, considers necessary to exercise any of its rights and remedies hereunder, and to do all acts or things necessary including the registration of a charge, notice or lien on title to a parcel for arrears of payments due to the if applicable, Owners Association.
36. 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 the foregoing shall not apply to any lot while such lot is registered in the name of SD&G Counties as a security lot pursuant to the Subdivision Agreement and further shall not apply to any conveyance of such lot by the City to a Transferee, other than Seller. where the City has conveyed such lot to realize on the security provisions of the said Subdivision Agreement. In the event that the City conveys a lot to Seller.

to effect the release of security lot, the foregoing covenants shall apply on any subsequent conveyance by Seller. to a Transferee.

37. 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", 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.
38. The Owner agrees to develop each lot in accordance with the findings and recommendations of the detailed Tree Planting and Conservation Plan and to inform future Purchasers regarding their obligation to implement the specific tree saving measures applicable to the lot they are purchasing, through all Offers of Purchase and Sale and Agreements, to the satisfaction of SD&G Counties.
39. All proposed residential units shall have their underside of footing elevations set at a minimum 300 mm above the 1:100 year storm event water levels in the proposed storm water management ponds or the high ground water elevation identified in the geotechnical report, which ever is greater.

Initials

40. The Owner shall retain the services of a Civil Engineer or Ontario Land Surveyor to certify to the General Manager, Development Services that the final lot grading is within 0.05 metres of the approved grades on the grading and drainage plan.
41. The Owner shall have a Civil Engineer or Ontario Land Surveyor certify the elevation of the top of footings prior to completion of the foundation walls, and the Owner shall remove said footing if found to be out by more than 0.1 metre from the approved design grading plan. Said elevation shall be submitted by the Civil Engineer or Ontario Land Surveyor to the General Manager, Development Services for approval prior to the completion of the foundation walls.
42. The Owner shall submit an as-built grading plan showing actual ground elevations to geodetic datum at front, rear and side of house, driveway at

curb and at garage, all lot corners, swale, inverts, terraces and top and bottom of retaining walls. The grades must be taken under the supervision of a Civil Engineer or Ontario Land Surveyor.

43. The Owner agrees to develop each lot in accordance with the findings and recommendations of the Terrain Analysis and Hydrogeological Study - Proposed Residential Development and that certification by a Professional Engineer will be provided to SD&G Counties in this regard. The owner shall advise all prospective lot purchasers, in the Agreements of Purchase and Sale, of these certification requirements. The owner also agrees that the Subdivision Agreement with SD&G Counties will require lot owners to provide this certification by a Professional Engineer, prior to final inspection by the City to permit occupancy of buildings.
44. Well owners should do a periodic water quality and bacteriological analysis to ensure that well supply is safe and free from contamination.
45. The owner shall implement the recommendations described in the "Terrain Analysis and Hydrogeological Study" (Report No. G8105-11 and G8105-12) and the attached drawing.
46. The owner shall conduct individual lot by lot percolation tests, high groundwater level measurement and mounding calculations and other studies, as required by the Septic System Office, before sewage system installation.
47. The construction of wells shall be inspected by a qualified Engineer, who shall certify to SD&G Counties that wells have been constructed in accordance with the Hydrogeological report and the MOE Guideline "Water Wells and Groundwater Supplies in Ontario".
48. The owner agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, and that certification by a Professional Engineer will be provided to SD&G Counties in this regard. The owner shall advise all prospective lot purchasers, in the Agreements of Purchase and Sale, of these certification requirements. The owner also agrees that the Subdivision Agreement with SD&G Counties will require lot owners to provide certification by a Professional engineer, prior to final inspection by the City to permit occupancy of buildings.

49. The Purchaser acknowledges that school accommodation pressures exist in the Ottawa-Carleton District School Board or area schools designated to serve this development, that at the present time this problem is being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community. This problem will not be resolved until such time as additional pupil places can be made available.
50. Any person who, prior to draft approval, entered into a purchase and sale agreement with respect to lots or blocks created by this subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted below. The owner shall provide the City Legal Services Branch an acknowledgement from those purchasers who signed before the plan was draft approved, that the plan had not received draft approval by SD&G Counties. The owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact.
51. The Purchaser/Owner will provide well sample to the Vendor or its assignee upon request and will not refuse to participate in a well water monitoring program established for the benefit of all residents.
52. Well construction shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, and certification by a Professional Engineer or a Professional Geoscientist, licence in the Province of Ontario, shall be provided to SD&G Counties in this regard. All wells shall be certified in accordance with the Municipal Well Compliance Program (as per By-Law 37-98), or as superseded by any City of Ottawa well inspection program in effect at the time of well certification. In addition to bacteriological testing, well water shall be tested for nitrate and chloride and the results shall be submitted to the City with the well certification. This certification is required prior to final inspection by the City to permit occupancy of buildings. SD&G Counties does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient SD&G Counties bears no responsibility, financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The homeowner is advised to test his/her well on a regular basis for bacteriological and select chemical parameters (for eg. – nitrate and chloride); advice on well maintenance can be found in the How Well is Your Well Guide and Water Wells Best

Management Practices Guide, both of which can be obtained from SD&G Counties or the South Nation Conservation, Land owner Resource Office.

54. The Parties acknowledge that the Purchaser is acquiring a lot in an ungraded condition.

It is the responsibility of the Purchaser to ensure that the final lot grading meets the approved grading and drainage design.

I/WE HAVE READ THE FOREGOING AND AGREE TO BE BOUND BY SAME.

X_____ PURCHASER