

Schedule C

DEED RESTRICTIONS FOR WOODSTREAM COVENANTS AND RESTRICTIONS

1. Covenants

The following covenants shall be covenants running with the lands in Plan 4M-1305 and 4M-1306, namely Lots 1-55 on 4M-1305 and Lots 1-42 on 4M-1306, inclusive, and Blocks for the benefit of the said lands within the plan of subdivision 4M-1305 and 4M-1306 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 enure 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 1374421 Ontario Ltd. 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 1377421 Ontario Ltd., or its appointee, shall use its best efforts to provide a response within thirty (30) days after receipt by 1377421 Ontario Ltd. 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 1,500 square feet for a bungalow, 1,500 square feet on the ground floor for a split level, or a minimum of 2,000 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 1374421 Ontario Ltd. 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 the City of Ottawa 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 the City of Ottawa Engineer and the Woodstream Owners Association Inc.
- (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 the City of Ottawa Engineer and the Woodstream Owners Association Inc.
- (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 the City of Ottawa and 1377421 Ontario Ltd. and pursuant to the Subdivision Agreement with the City of Ottawa.
- (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 the City of Ottawa and the Ministry of the Environment and the Woodstream Design Review 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 a Permit to take water is required under the Ontario Water Resources Act from the MOE for taking more than 50,000 litres of water a day from any source including a well.
- (g) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that if the water works is capable of supplying water at a rate greater than 50,000 litres per day and is used to supply 6 or more private residences, the Owner will require a Certificate of Approval from the MOE. The MOE will require a maintenance and operation agreement between the City of Ottawa and the Owner for the private water works that is subject to MOE approval.
- (h) 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 the City of Ottawa taking corrective action and charging costs back to the property.

- (i) 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, the City of Ottawa may seek to recover from the then Owner a proportionate share of the cost pursuant to applicable legislation.
- (j) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall pay to the City of Ottawa the subdivision development charges 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.
- (k) All buildings shall be constructed in accordance with the zoning restrictions applicable to the area. Lot 4, 4M-1305 and Block 71, 4M-1305 form one lot and home site. Lot 4, 4M-1305 will not be conveyed without Block 71, 4M-1305. Lot 5, 4M-1305 and Block 72, 4M-1305 form one lot and home site. Lot 5, 4M-1305 will not be conveyed without Block 72, 4M-1305. Lot 49, 4M-1305 and Block 70, 4M-1305 form one lot and home site. Lot 49, 4M-1305 will not be conveyed without Block 70, 4M-1305.
- (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 supply and install two automatic photo-cell operated lawn lamps 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. 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 Woodstream Owners Association Inc. from time to time, to ensure the installation of the lamps within one year from the issuance of a building permit. The developer or Woodstream Owners Association Inc. 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.
- (m) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to protect and repair any damage caused to subdrain pipes abutting the subject lands 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 aircraft noise from Ottawa International Airport and further that there are no plans to relocate the airport facility.
- (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, the City of Ottawa 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 the City of Ottawa, who shall certify by signing the "Well compliance" form set out in the subdivision agreement with the City of Ottawa 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 City of Ottawa 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 Woodstream Owners Association Inc., the Owner, and its successors in title.
- (r) 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 the drainage easement area 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."

- (s) "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 the City of Ottawa 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 the City of Ottawa well compliance program;
 - (e) Wells shall be constructed in accordance with Ontario Regulations 612/84."
- (t) "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."

- (u) 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.
- (v) 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 the City of Ottawa 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.
- (w) 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 the City of Ottawa, or 1377421 Ontario Ltd., or Woodstream Owners Association Inc., and the Purchaser agrees that in default thereof the City of Ottawa 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- :
 - (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 1374421 Ontario Ltd. or the Woodstream Owners Association Inc. No exterior clothesline shall be erected or used in the subject lands, unless adequately screened and with consent of 1374421 Ontario Ltd. or Woodstream Owners Association Inc.

5. 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 1374421 Ontario Ltd. or its appointee.

6. 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 leveling and landscaping in connection with the erection of a building thereon or of the immediate improvement of the grounds.

7. 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 Woodstream Design Review 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 1377421 Ontario Ltd. or its appointee.

8. Appearance

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

9. Trees

No living tree greater than ten centimeters 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 1374421 Ontario Ltd. 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 1374421 Ontario Ltd. or its appointee.

10. 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.

11. Zoning By-Law

Notwithstanding the provisions of the City of Ottawa 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, recreational vehicle, trailer, 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;

without the express written consent of 1374421 Ontario Ltd., its successor or assigns, after making adequate provision for screening.

12. Restricted Chattels, Equipment & Furniture

No unlicensed vehicles, terrain vehicles, snowmobiles, motorized trail bikes, or motorized personal watercraft or other motorized watercraft shall be permitted

on the subject lands or any block or parcel in the subdivision including the lakes.

13. 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.

15. 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 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 the City.

15. 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, 1374421 Ontario Ltd. 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 1374421 Ontario Ltd. 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 1374421 Ontario Ltd. shall deduct the amount outstanding as well as the cost of obtaining a discharge or 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 1374421 Ontario Ltd. 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 1374421 Ontario Ltd., 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 1374421 Ontario Ltd. or its appointee.

21. Roads

- (a) The Transferee for himself, his heirs, executors, administrators, successors and assigns, hereinafter called the purchaser, 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 the City of Ottawa assuming the responsibility of those roads, then and in that event the purchaser will reimburse 1374421 Ontario Ltd. for the costs of any repairs necessitated by damage done by the purchaser or his agents.
- (b) Purchasers are advised that Wildfern Way shall be constructed as a public roadway connection to adjacent subdivisions at some time in the future.
- (c) Purchasers are advised that Block 46 on Phase 3 on the draft plan of subdivision shall be constructed as a public roadway connection to adjacent subdivisions at some time in the future.
- (d) Purchasers are advised that Block 41 on Phase 3 on the draft plan of subdivision shall be constructed as a public roadway connection to adjacent subdivisions at some time in the future.
- (e) Purchasers are advised that Block 59 on Phase 2 on the draft plan of subdivision shall be constructed as a public roadway connection to adjacent subdivisions at some time in the future.

22. Environmental Protection

No Transferee shall refrain from compliance with the following covenants:

- (a) Woodstream Owners Association Inc., or 1374421 Ontario Ltd. 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 1374421 Ontario Ltd., Woodstream Owners Association Inc. 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 Woodstream Owners Association Inc. 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 Woodstream 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 Woodstream Owners Association Inc.

23. Pets

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 Woodstream Owners Association Inc. There shall be no commercial breeding of animals, fish or fowl. Woodstream Owners Association Inc. may pass Rules and Regulations governing pets on lands designated as common areas and under the control of Woodstream Owners Association Inc. 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 Woodstream Owners Association Inc.

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 Woodstream Design Review Guidelines or a ruling of the Design Review Committee or the rules, regulations, or bylaws of Woodstream Owners Association Inc. 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. Woodstream Owners Association Inc. 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 Woodstream Owners Association Inc. (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 and runs with the land.
- (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 Woodstream Owners Association Inc.

- (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 permit registration of the covenants contained herein against title to the subject land.
 - (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 by-laws, 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 1374421 Ontario Ltd. contained in these restrictions may be assigned to the Association and upon such assignment, the Association shall assume all obligations, rights and covenants of 1374421 Ontario Ltd. and perform the same as would be performed by 1374421 Ontario Ltd. and, without limiting the foregoing, to and including the issuance of any certificate of compliance to date with respect to these restrictions.
29. 1374421 Ontario Ltd. 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 1374421 Ontario Ltd., 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 title holder of the lake, 1374421 Ontario Ltd. or Woodstream Owners Association Inc. or their assignees or successors.
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 1374421 Ontario Ltd. or the Woodstream Owners Association Inc., 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 the City of Ottawa By-laws and the Woodstream Design Review 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 1374421 Ontario Ltd. or the Woodstream Owners Association Inc. 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 1374421 Ontario Ltd. or Woodstream Owners Association Inc., 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, order or lien on title to a parcel for arrears of payments due to Woodstream Owners Association Inc.
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.
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 the City of Ottawa.

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, or such other level as recommended by a Professional Engineer and accepted by the City, to provide an appropriate safeguard against basement flooding.
40. The Owner shall retain the services of a Civil Engineer or Ontario Land Surveyor to certify to the Director, Planning and Infrastructure Approvals that the final lot grading is within 0.2 metres of the approved grades on the grading and drainage plan. 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 Director, Planning and Infrastructure Approvals for approval prior to the completion of the foundation walls.
41. 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.
42. The Owner agrees to develop each lot in accordance with the findings and recommendations of the Terrain Analysis and Hydrogeological Study - Proposed Residential Development - Part of Lots 3 and 4, Concession 4, Osgoode prepared by John D. Paterson and Associates Ltd. (Report No. G8105-11; dated July 29, 2004 and Report No.: G8105-12, dated August 25, 2004), and that certification by a Professional Engineer will be provided to the City of Ottawa 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 the City of Ottawa will require lot owners to provide this certification by a Professional Engineer, prior to final inspection by the City to permit occupancy of buildings.
43. Well owners should do a periodic water quality and bacteriological analysis to ensure that well supply is safe and free from contamination.
44. 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.
45. 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.
46. 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 the City of Ottawa 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 the City of Ottawa will require lot owners to provide certification by a Professional engineer, prior to final inspection by the City to permit occupancy of buildings.
47. The Purchaser 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.

48. 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.
49. 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 the City of Ottawa in this regard. All wells shall be certified in accordance with the Osgoode 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.
50. The City of Ottawa 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, the City of Ottawa 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 the City of Ottawa or the Rideau Valley Conservation Landowner Resource Office.
51. 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.
52. The Purchaser acknowledges that the design and construction of the sewage treatment facility for the individual lot shall conform to the recommendations of the approved Hydrogeological and Terrain Analysis Report.
53. The Purchaser acknowledges that the Noise Assessment Study has not been completed to the satisfaction of the City of Ottawa and the final approved study may require registering on title, warning clauses identified in this study.
54. The Purchaser acknowledges that due to the size of the lot and that the lot will be serviced with a well and private sewage system, sufficient area may not be available for the installation of a swimming pool or any accessory buildings and/or structures. If it is the purchaser's intention to install a swimming pool or construct or place such buildings or structures, the area requirements must be considered during the initial development of the lot to ensure appropriate clearances from the well and the septic system.
55. The purchaser, for himself, his heirs, executors, administrators, successors and assigns (hereinafter referred to as the "purchaser"), acknowledges that Blocks 60, 61, and 67 (Southwood Lake) is owned by Southwood Lake Recreation Association Inc., a non-profit corporation, and not Woodstream Owners Association Inc. Access is restricted and lake use privileges are governed by the by-laws of Southwood Lake Recreation Association Inc. The purchaser acknowledges that the vendor has applied for the subdivision of Blocks 130 and 163 on Plan 4M-1265, and Blocks 64 and 66 as set out on Schedule M to the

Agreement of Purchase and Sale. In consideration of the mutual covenants hereinbefore contained, the purchaser, for himself, his heirs, executors, administrators, successors and assigns, shall refrain from making any objection to the development of such lands in a manner similar to neighbouring communities.

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

x _____
PURCHASER