

Schedule C

DEED RESTRICTIONS FOR GREELY ORCHARD COVENANTS AND RESTRICTIONS

1. Covenants. The following covenants shall be covenants running with the lands in Plan 4M-1295 for the benefit of the lands within the plan of subdivision 4M-1295 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:

(i) for the village sector, 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; and

(ii) for the estate sector, not less than 2,200 square feet 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.

(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.

(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 Greely Orchard 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 the City of Ottawa and 1374421 Ontario Ltd. 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 the City of Ottawa 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 the City of Ottawa 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, the City of Ottawa 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 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.

(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 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 at least 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 subdrain 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 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 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, 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."

(r) "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."

(s) "The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that school accommodation problems exist in the Carleton Board of Education elementary schools designated to serve this development, that at the present time this problem is being addressed by the utilization of portable classrooms and/or busing. This problem will not be resolved until such time as additional pupil places can be made available."

(t) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the sodium levels in well water may exceed 20 mg/l and that the City of Ottawa Medical Officer of Health recommends that persons with cardiac problems (hypertension, etc.) should discuss this matter with their family physician prior to accepting an offer of purchase.

(u) 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.

(v) 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., 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 10% of that cost as a fee for supervision and an amount equal to 10% 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-1295:

- (a) Roads,
- (b) Road ditches and culverts, drainage ditches and swales,
- (c) Utility services,
- (d) Street and traffic signs.

(w) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that the areas where the clay liners are to be constructed on Lots 8, 9 and 10, being Parts 2, 15, 16 and 17 on the draft reference plan prepared by J. D. Barnes Limited, Drawing No, 03-10-105-02 dated November 14, 2005 received February 17, 2006 are to be used for the construction of a septic sewage treatment system and a mantle and that any other construction, development, planting of trees or shrubs must be completed in accordance with the balance of the provisions of this paragraph C (6) of Schedule F.

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. No exterior clothesline shall be erected or used in the subject lands, unless adequately screened and with consent of 1374421 Ontario Ltd.

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 1374421 Ontario Ltd. at the edge of the laneway in each lot conveyed to him in accordance with the specifications approved by the Greely Orchard 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 1374421 Ontario Ltd. from time to time, to ensure the installation of the lamps within one year from the issuance of a building permit. The developer 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 1374421 Ontario Ltd. 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 leveling 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 Greely Orchard 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 1377421 Ontario Ltd. 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 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

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. Storage. 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, 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.

13. Restricted Chattels, Equipment & Furniture. No unlicensed vehicles, terrain vehicles, snowmobiles, motorized trail bikes, or motorized personal watercraft shall be operated on the subject lands or any block or parcel in the subdivision.

14. 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.

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, 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 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 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 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.

22. Environmental Protection

No Transferee shall refrain from compliance with the following covenants:

(a) 1374421 Ontario Ltd., City of Ottawa, South Nation Conservation Authority, 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., City of Ottawa, South Nation Conservation Authority, 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

developer or City of Ottawa. 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.

(d) No soil, or fill, of any kind shall be brought onto the lands without the express written consent of the developer or the City of Ottawa. 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 1374421 Ontario Ltd. or the City of Ottawa.

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 the developer. There shall be no commercial breeding of such animals, fish or fowl.

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. 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 Greely Orchard Architectural Design & Guidelines or a ruling of the Design Review Committee of Greely Orchard or the rules, regulations, 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 developer 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. The developer is deemed to be granted sufficient interest in title to the subject lands to register such notice.

26. 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 Greely Orchard 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.

27. 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.

28. 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., namely, lawn and garden maintenance equipment, storage sheds, play structures.

29. 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 Greely Orchard Architectural Design and Guidelines, shall apply.

30. 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.

31. 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 The City of Ottawa as a security lot pursuant to the Subdivision Agreement dated July 13, 2004, and further shall not apply to any conveyance of such lot by the City to a Transferee, other than 1374421 Ontario Ltd. 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 1374421 Ontario Ltd. to effect the release of security lot, the foregoing covenants shall apply on any subsequent conveyance by 1374421 Ontario Ltd. to a Transferee.

32. 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.

33. The Purchaser 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.

34. 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 area or the high ground water elevation identified in the geotechnical report, whichever is greater.

35. The Purchaser 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.

36. The Purchaser 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 Purchaser 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.

37. The Purchaser shall submit an as-built grading plan showing actual ground elevations to geodetic datum at front, rear and side of house, driveway to edge of asphalt 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.

38. The Purchaser 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 6, Concession 3, Osgoode prepared by John D. Paterson and Associates Ltd. (Report No.G8866-03; dated January 7, 2004), Revised Nitrate Impact Calculations – Proposed Orchard Subdivision prepared by John D. Paterson and Associates Ltd. (Letter Report No. G8866-06.LET; dated February 20, 2004), Requested Hydrogeological Comments – Proposed Orchard Subdivision prepared by John D. Paterson and Associates Ltd. (Letter Report No. G8866-08.LET; dated December 15, 2004), October 13th, 2004 letter Proposed Orchard Subdivision – Phase 2 prepared by John D. Paterson and Associates Ltd. (Letter Report G8866-09.LET, dated February 17, 2005), 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.

39. Well owners should do a periodic water quality and bacteriological analysis to ensure that well supply is safe and free from contamination.

40. The Purchaser 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.

41. The construction of wells shall be inspected by a qualified Engineer, who shall certify to the City of Ottawa that wells have been constructed in accordance with the Hydrogeological report and the MOE Guideline “Water Wells and Groundwater Supplies in Ontario”.

42. The Purchaser 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 subsequent 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.

43. The Purchaser acknowledges that school accommodation problems exist in the Carleton Board of Education’s Elementary schools and the Carleton Roman Catholic School Board” elementary and/or secondary schools designated to service in this area, and 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, and that such a problem will not be alleviated until such time as Provincial funding is made available to construct additional pupil places.

44. 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.

45. 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, licensed 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. As per the Hydrogeological and Terrain Analysis Report, Lots 8 to 13 will require a 15 metre minimum well casing. 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.”

46. 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.

47. Grade Control and Drainage. The City of Ottawa may at any time enter upon the lands for the purposes of inspection or restoration of the established Grade Control Plan and the cost of the City in performing any restoration work shall be paid to the City by the Owner of the lands upon which restoration work was performed, within thirty (30) days of demand therefore by the City and failing payment as aforesaid the cost shall be added to the tax roll and collected in like manner as municipal taxes. 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.

48. No Dumping. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that "No Dumping" is permitted on vacant lots or on adjacent lands including snow, grass cuttings, and landscape waste.

49. Setback Requirements. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that heat pumps, air conditioning units, pool filters, sheds and decks are building appurtenances and shall meet the minimum setback requirements established in the City's zoning by-law(s).

50. Conservation Authorities Act –Estate Lots only (4M-1238). The Transferee of Country Estate Lots 9, 10 and 21 to 24 inclusive for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that part of the lands are subject to Regulation under the Conservation Authorities Act and that permits may be necessary to be obtained from the South Nation Conservation Authority on the affected portion of any of the lands prior to construction or site alteration.

51. Noise Assessment Study. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a Noise Assessment Study is to be completed and the recommendations of the report may require Warning Clauses and/or conditions to be registered on title.

52. Noise Attenuation. The owner The Owner agrees to implement all the recommendations as stipulated in the approved Noise Assessment Study and the Professional Engineer shall provide certification that the prescribed noise attenuation measures are in accordance with the approved study. Prior to the City approving the works, the Professional Engineer shall provided certification that all noise attenuation measures have been completed and are in accordance with the requirements of the approved study.

In addition, the Transferee acknowledges being advised that noise levels due to increasing traffic on Apple Orchard Road may continue to be of concern, occasionally interfering with some activities of the dwelling occupants and that additional attenuation measures are not proposed.

Moreover, the dwelling units will be fitted with a forced air duct heating system suitably sized and designed to permit future installation of a central air-conditioning system by the occupant. If the Transferee (owner/occupant) wishes to install central air-conditioning, the outdoor unit must be located in a noise insensitive location, in conformity with the zoning by-laws of the city of Ottawa and the final installation is to meet with the Ministry of the Environment and Energy criteria for the installation of Residential Air Conditioning in Publication NPC-216.

The Transferee covenants with the Transferor that the above clause, verbatim, shall be included in all subsequent Agreements of Purchase and Sale and Deeds conveying the lands described herein, which covenant shall run with the said lands and is for the benefit of the subsequent owners of the said lands and the owner of the adjacent road.

53. Zoning. The Owner acknowledges and agrees that zoning by-law provisions will require a minimum 15 metre “no touch” setback from the top of the bank and a 30 metre “no development” setback from the high water mark of Grey’s Creek Municipal Drain where the construction of structures and septic systems will be prohibited and that these setbacks will be shown on a draft reference plan prior to registration of the Plans of Subdivision and easements will be conveyed to the City immediately following registration.

54. Construction.

(a) The Owner covenants and agrees to have construction traffic for the Subdivisions gain ingress and egress via Apple Orchard Drive only, and it will post appropriate construction traffic signage to the satisfaction of the Director, Planning and Infrastructure approvals.

(b) The Owner covenants and agrees to grade, landscape and install erosion control measures on any portion of the proposed lots or adjacent lands in its possession which have been filled or where the natural vegetation has been disturbed which, in the opinion of the Director, Planning and Infrastructure Approvals, is creating a nuisance, hazard and/or eyesore.

55. Fisheries.

(a) The Owner acknowledges and agrees that parts of Country Estate Lots 9, 10 and 21 to 24 inclusive are subject to regulation under Ontario Regulation 724/94 (Fill, Construction and Alteration to Waterways Regulation) and that a permit will be obtained from South Nation Conservation Authority

prior to construction or site alteration on the affected portion of any of the above mentioned Country Estate Lots.

(b) The Owner acknowledges and agrees that stormwater runoff from the Subdivisions outlets to the Grey's Creek Municipal Drain, containing Type 2 fish habitat, and that in accordance with Section 35 of the Fisheries act, the harmful alteration, disruption or destruction of fish habitat is prohibited. The Owner further acknowledges that the South Nation Conservation Authority is the delegated authority acting on behalf of the Federal Department of Fisheries and Oceans, responsible for reviewing development applications in and around fish habitat and that any proposed alteration of the Grey's Creek Municipal Drain must be reviewed in detail by the South Nation Conservation Authority which may require formal authorization pursuant to the provisions of the Fisheries Act.

56. Rural Services. The Owner covenants and agrees to submit a Private Services Plan, prepared by a Civil Engineer licenced in the Province of Ontario, to the General Manager, Planning and Growth Management, for subdivision approval only, such plan to show proposed locations for the houses, sewage disposal systems and wells. The Owner acknowledges and agrees that the exact location of the sewage disposal systems will be determined at the time of the Building Permit application and will be subject to approval by the Ottawa Septic System Office and that any significant deviation in the location of the sewage disposal system is to be approved by the City.

57. Canada Post. The Owner acknowledges and agrees that Canada Post does not intend to provide door-to-door mail delivery. It is anticipated that mail delivery will be provided through a system of permanent communal boxes.

58. 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.

59. The Owners of Lots 1 through 6 in Greely Orchard, Phase 2 may be required to incorporate into the septic system design for the dwelling on the subject lands "a clay seal 100mm in thickness below the mantel and bed, at a slope of 1% extended to the ditch at the front of the lots". This requirement should be brought to the attention of the septic system designer prior to obtaining the septic use permit.

X _____
Purchaser