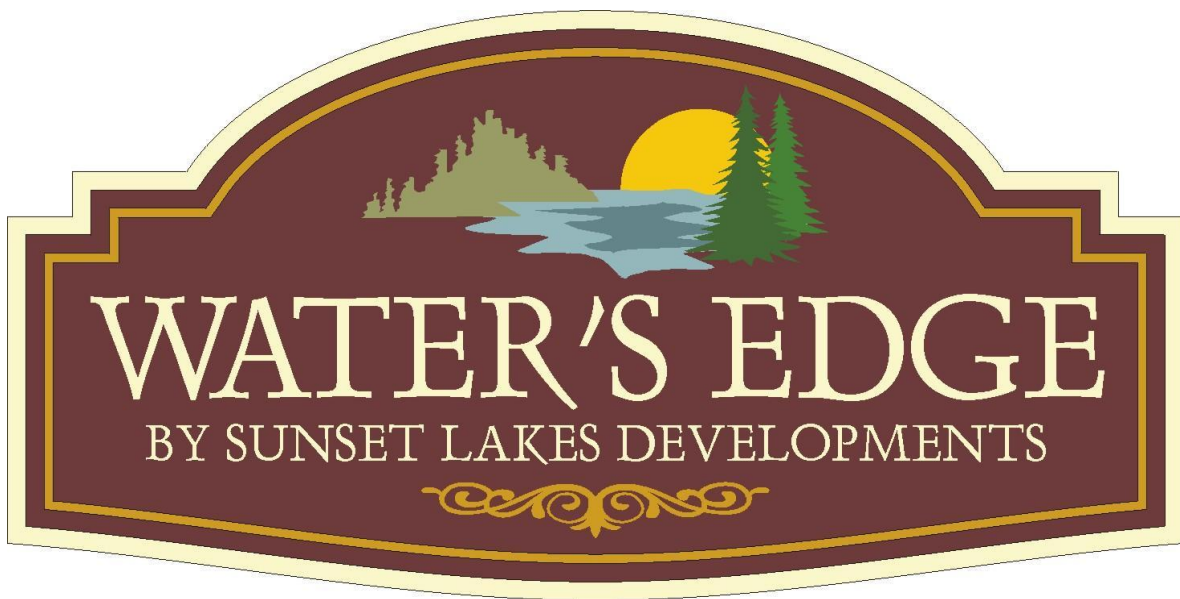


WELCOME TO YOUR NEW COMMUNITY

INFORMATION



PACKAGE

WELCOME TO THE COMMUNITY!

This package contains practical information about your new community – from maps and addresses to covenants and bylaws. Once you settle into your new home, email your name(s), street address, email address and phone number to watersedgeoa@gmail.com and be put into the residents directory. You will also become part of our unique email distribution list, which enables you to stay in touch with what's going on in your community. It is a valuable communication tool!

Here are some useful tips about your community:

- Garbage pick-up days are Tuesday mornings.
- If you need a blue or black box, you can contact the City of Ottawa (613-580-2400) and they'll deliver to your address.
- The Owners Association Annual fee is due January 1st of each year. Interest accrues on fees that are submitted late.

Some community members have created a Facebook group exclusively for Water's Edge Homeowners. This is not a group that is run or monitored by the board. <https://www.facebook.com/groups/731091327017067>



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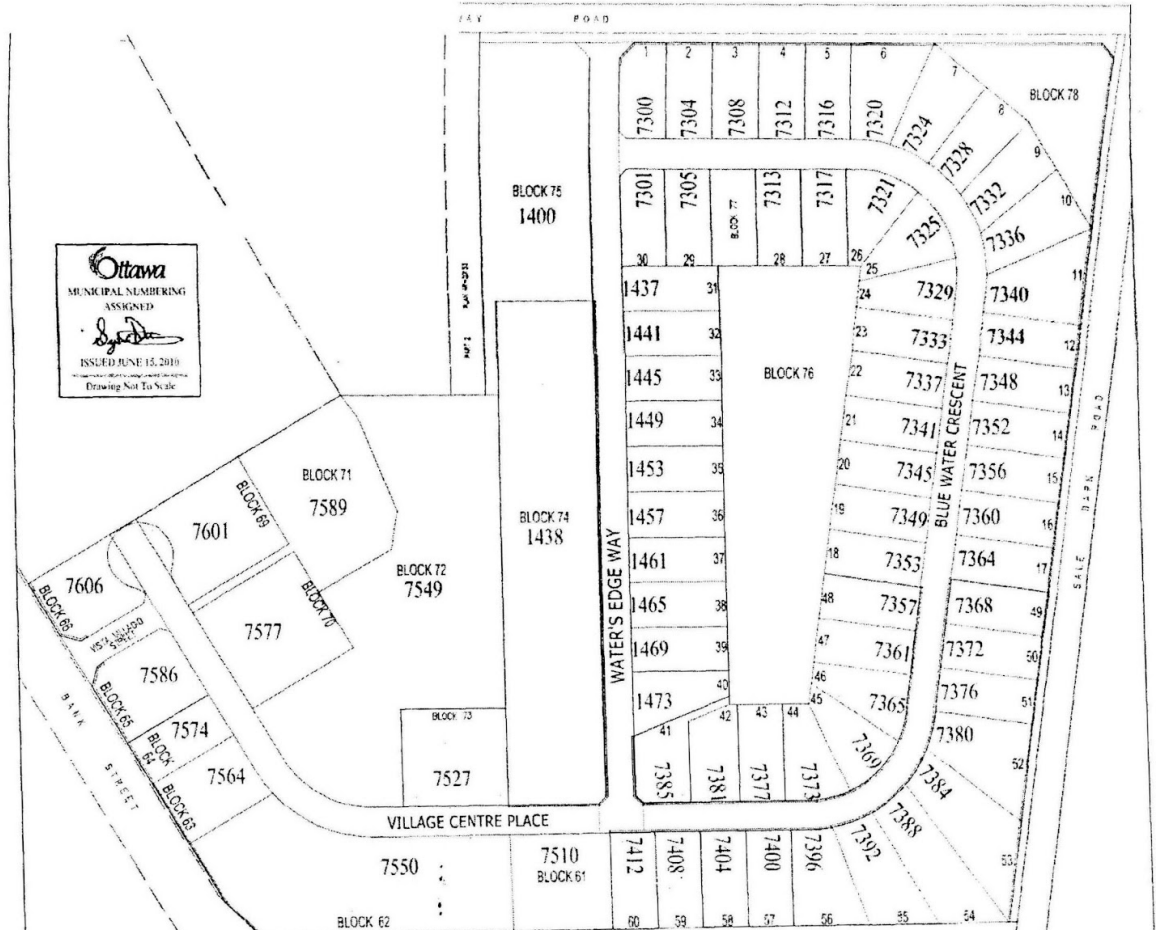
CIVIC ADDRESSES

POSTAL CODE:

BLUE WATER CRESCENT- K4P 0C5

WATER'S EDGE WAY- K4P 0C6

CIVIC ADDRESSES ASSIGNED TO
7268 PARKWAY ROAD



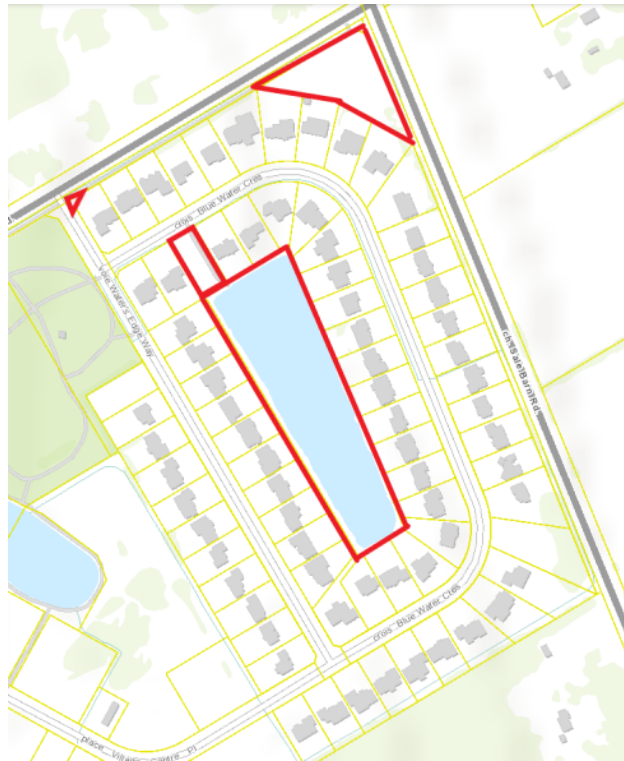
ROLE OF THE BOARD AND COMMUNITY RESPONSIBILITIES

The WEOA and its covenants and bylaws are tied to the title of our properties. The duty of the WEOA is to maintain the common properties that are owned by the WEOA and to approve design review applications to ensure adherence to the community standards as per our design review guidelines.

There are 4 properties that the homeowner's association is tasked with maintaining:

1. a small parcel of land at the entrance to the community at the north east side of Water's Edge (sign location)
2. an approximately .67 hectare lot of grass and trees at the corner of Parkway and Sale Barn (commonly referred to as the back lot)
3. a .2 hectare lot located at 7309 Blue Water where the volleyball court and access to the beach and dock are (commonly refer to as the beach lot)
4. 2.2 hectares that include the lake, shoreline, and a few feet of land surrounding the lake.

Please see the image below with the lots outlined in red.



Our largest common property is the lake. This property is much larger than the others, and is not simply a parcel of land to maintain with basic landscaping, requiring more consideration and at times more effort to maintain. Although lakeside owners paid a premium to back on to the lake, it is important everyone remember the lake is owned equally by all residents and is there for all to enjoy. We maintain the common property at 7309 Blue Water so that non lakeside residents have access to their lake. In doing so, we keep property values for non lakeside residents elevated, as having access to the lake is a selling feature for home buyers (regardless of your own personal interest in using it).

In 2021, we installed a wire mesh barrier to help prevent nesting geese from making their home in our lake. This was to help protect the health of the lake and maintain property values of all residents, as a lake covered in large amounts of goose feces is not attractive, gives off a foul odor, and is not good for the health of the lake ecosystem. The board is actively working to create an inviting space for non lakeside owners to enjoy the lake with the addition of a gazebo at the 7309 beach lot for the non lakeside residents to have a nice space to enjoy the volleyball court, dock, beach, and lake. The WEOA Contracts tiling the sand at both the volleyball court and beach and relies on community volunteers for regular clean up of the dock and walkway to the dock, and ongoing landscape maintenance going forward. The shed on the community lot is to house the canoe and paddle boat and other community property like Christmas lights, extension cords, the pond skimmer, etc.

The canoe and paddle boat are available for community member use. We ask that you flip the boats over after use to prevent accumulation of water and scum after rainfalls. The lake is to be used at the individual's own risk and is not endorsed by the WEOA.

The board has a weed cutter and pond skimming rake for residents to use. Please contact a board member to gain access to them. It is important that all lakeside residents work regularly to maintain the water at the shoreline adjacent to their properties by removing algae as it forms. It is essential that vegetation be allowed to grow at the lakefront to help filter runoff from lawns, we require that the five feet of property adjacent to the shoreline does not get mowed and is planted with trees, bushes or other vegetation. You are allowed to have a portion of your shoreline open to access the lake.

The board is run by volunteers and also requires non board member volunteers to be able to accomplish our function and maintain our community. We ask that you commit to volunteering to contribute to the community in any way that you can.



DESIGN REVIEW INFORMATION

Improvements to the property are encouraged, but do require design review approval in order to maintain property values and aesthetic appeal in the community.

SHEDS, PERGOLAS, GAZEBOS AND EXTERIOR STRUCTURES

- Wood, coated wood, stone, brick, and stucco are the only exterior finishing materials acceptable. Vinyl siding, imitation wood, plywood, OSB, or any other material will not be approved.
- Exterior structures should be placed in a location that is discrete or screened and integrated into the landscape of the property.

FENCES, HEDGES AND PRIVACY SCREENS

- Fences and hedges along the property lines that are a simple delineation of the property will not be approved.
- Fences must be properly screened in order to maintain an aesthetic appeal for neighbours and passers by.
- Fences and hedges are not permitted in front of the house, on trail and drainage easements, or within 10 metres from the lake.
- Tree clusters are preferable to hedges for privacy screens.

SATELLITE DISHES

- Satellite dishes must be properly screened from view from the road and neighbours.

TREE RETENTION

- Written consent is required to cut down or damage trees greater than ten centimetres in diameter unless it is in an area to be excavated following design review approval.

EXTERIOR STORAGE (VEHICLES, BOATS, TRAILERS, RV'S, ETC.)

- No unlicensed vehicles, all terrain vehicles, snowmobiles, motorized trail bikes, 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.
- No person shall use any part of a lot for the purpose of exterior storage, 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, or for the purpose of long-term parking of vehicles under repair or not in good working order.

SWIMMING POOLS

- In-ground pools require an enclosure that must meet the same requirement as the design review guidelines for fences. Screening or a vegetative buffer is required to maintain aesthetic appeal.
- Above ground pools require 100% screening from view from the street and neighbours. The bare walls of the pool should not be seen.



DESIGN REVIEW APPROVAL PROCESS

Having your home built at Water's Edge will be an exciting and rewarding experience for you. Your residence represents a major investment. The quality of your home and your neighbour's home will be very important to you, not only to protect your investment, but also to maximize the overall enjoyment of your home and community.

The purpose of the Design Review Process is to ensure long-term community quality. Acceptable designs will provide more architectural interest than usually found in tract-designed or production homes.

Designs for every home in Water's Edge must be reviewed under the Design Review Process of Sunset Lakes Developments and accepted before construction begins. It is not the intent of the Design Review Process to make judgments as to what is or is not beautiful, or to unduly hamper or restrict the owner. Rather, the Review Process is intended to:

- Promote individual creativity;
- Encourage owners to thoroughly plan their home;
- Allow for the coordination of architectural diversity to create a blend of home styles which enhance the neighbourhood.

The Design Review Process is supplemental to the requirements outlined in the Covenants and Restrictions for Water's Edge, which provide the legal basis for reviewing and accepting design proposals. Please also see the Deed Restriction information.

The process is as follows:

- Step 1** Review existing homes to get an idea of previously accepted designs.
- Step 2** Submit a concept sketch and discuss your ideas with a member of the design review committee to ensure that you are heading in the right direction.
- Step 3** Submit a formal design review application. Prepare building plans, elevations (of all four sides) and site plan (depicting house, driveway, lamps, set back distances, square footage, septic area, and tree saving or planting etc.) and submit. At this point, amendments may be suggested.
- Step 4** Receive written Design Review Approval



GUIDELINES FOR DESIGN APPROVAL

- Grading and drainage compliance
- Property value protections; minimum square footage of homes, building period, and design review process
- Agreement with Water's Edge Owners Association for maintenance and use of common areas, funding and management
- Environmental protections: waste storage, fill, fertilizer, well and septic requirements, storage of vehicles and equipment
- Square footage: 1,500 square feet for a bungalow; 1,500 square feet on the ground floor for a split level; 1,200 square feet on the ground floor for a two storey, with a minimum of 800 square feet on the second level. (Excluding attic, basement and garage)
- Waterfront not to be altered in any manner
- No external television antennas shall be erected as long as cable is available
- Satellite dishes shall be adequately screened from view of roadways and adjoining properties; cannot be erected without the consent of the Water's Edge Owners Association
- Two photocell operated lawn lamps and two pedestals to be erected at the edge of the laneway (approval by SLD)
- No building waste to be dumped or stored on the land, other than clean earth for the purpose of landscaping
- No signs, billboards or advertising matter, other than For Sale or Rent signs to be erected
- Home exterior, gardens and grounds shall not be left in an unsightly or untidy condition
- Trees cannot be cut down or removed from the property unless they are situated in an area to be excavated for the purpose of the home or septic system without the consent of Water's Edge Owners Association
- All utilities, including Bell, hydro and cable shall be brought into the home from the underground mains
- Cannot use any part of the lot for exterior storage
- Cannot use any part of the lot for the parking of an old vehicle, motor home, bus or commercial vehicle, or a vehicle of more than a 1/2 ton capacity
- Cannot use any part of the lot for long term parking of vehicles under repair or not in good working order
- Unlicensed vehicles, terrain vehicles, snowmobiles, motorized trail bikes or motorized personal watercraft are not allowed on the lands or any block or parcel in the subdivision including the lakes.



DESIGN REVIEW APPLICATION

Please fill out this application and submit to the Water's Edge Owners Association at watersedgeoa@gmail.com. Please allow 30 days for a response.

Date: _____ Name of Owner(s): _____ Address: _____

What type of project(s) are you seeking approval for? (check all that apply)

- ☐ Modification to the existing home or structures
- ☐ Deck
- ☐ Shed
- ☐ Swimming pool and associated fencing
- ☐ Hot tub
- ☐ Sauna
- ☐ Gazebo
- ☐ Landscaping
- ☐ Greenhouse
- ☐ Other: _____

Please describe your project (include measurements, materials to be used, and types and amounts of vegetation to be used for screening purposes):

Please attach with your application a schematic of your property indicating property lines and location of your home and the distance that your project will be from the home, property line, and lake (if lakeside). Include any images of additions you are



planning to purchase e.g. shed, gazebo, sauna, etc to help us better understand your project.

This website can be helpful for property measurements
<https://maps.ottawa.ca/geoottawa/>

I hereby apply for design review and attach herewith the following documents. The owner cannot deviate from the approved design without the written consent of Water's Edge Owners Association.

Signature of Applicant



PROTECTING AND CONSERVING OUR LAKES

The lakes are used for a variety of recreational activities including swimming and fishing. It is in everyone's best interest to protect our lakes.

Here are some simple steps to cleaner, healthier lakes:

1. Use only organic fertilizers - using other fertilizers can have a negative impact on the lakes, e.g. smell, algae, lack of fish, no more swimming.
2. The cosmetic use of herbicides and pesticides is now banned in Ontario. No herbicides and pesticides should come in contact with our lakes as a consequence.
3. Control sedimentation from entering the lakes, e.g. from home building.
4. Don't allow any garbage - particularly from home building - to enter the lakes. Pick up any garbage you see around the lakes.
5. Preserve shoreline vegetation. Plants near the shoreline provide a buffer to sedimentation and nutrients entering the lakes.
6. Pump out your septic tank every 3 to 5 years.



SEPTIC SYSTEMS

Taken from "The Living by Water Project"
<http://www.livingbywater.ca/septic.html>

Septic systems are particularly common on rural and cottage properties, therefore it is very important for shoreline residents to have a strong knowledge of them. Waterfront properties, which tend to have wetter soils, can pose extra challenges for septic systems. Soil conditions can make your system less efficient in treating wastewater and allow harmful pollutants to get into the water body you live beside. As a waterfront resident, you must pay particular attention to your septic system.

Septic systems are a good way to treat waste - so long as they are functioning properly. If you are not connected to a municipal or private sewage treatment system, you most likely have an on-site septic system to treat the sewage from your household. Although out of sight, please don't put your septic system out of mind! Faulty septic systems can be extremely hazardous since improperly treated effluent can harm both the homeowner's health and the health of the environment.

It is in your best interest to maintain your system. If you don't, you risk contaminating your water and, ultimately, your family's health. However, if you, as the homeowner, take responsibility for your own system by properly maintaining it, you should not be forced to deal with such problems.

1. Pumping your tank on a regular basis is the most important step you can take to ensure the health of your family and waterbody.

- We recommend that as a waterfront resident you pump out your tank every year. Annual pumping is excellent insurance. A family of four with a 1,000 gallon tank would normally pump every two years. However, for waterfront residents, the more frequent pumping helps rid your tank of phosphorus and nitrogen which can make their way into surface water.
- While your tank is being pumped, be sure to have your contractor check that the inflow and outlet pipes are free of blockages, and to also check the condition of your distribution box. Concrete distribution boxes tend to corrode, so regular checking is advisable.
- When pumping, make sure your contractor retains some sludge along the walls in order to provide enough material to restart the septic action.
- Keep a detailed record of repairs, pumpings, inspections, permits issued, and other maintenance activities.



- If you have only a septic holding tank you will obviously need to pump more often, as frequently as every week or two, depending on usage and size of tank.

2. One half of all septic system failures are a result of poor maintenance. Think of your septic system like buying a new car; regular maintenance helps protect your investment. To keep your system trouble-free, follow the three M's -- maintain, maintain, maintain!

- Conserve water
- Pump your tank regularly
- Avoid septic stimulators and additives
- Give your septic system a healthy diet
- Take precautions to protect your system -- don't drive or park vehicles on top of your drainfield

3. Products marketed as septic tank "cleaners," "starters," or "enhancers" are unnecessary, expensive, and can potentially shorten the life of your septic field. They do not replace the need for regular pumping. In some areas, they're illegal!

The bacteria in human sewage are sufficient to provide septic action, so you do not need a starter. Nor will your solid sewage disappear because of a "miracle product". You do not want your solids to break up; you want them to settle out to the bottom of your tank. This way you are making sure that the effluent leaving your tank into the drainfield is as clear as possible. Your solids will accumulate on the bottom of the tank over time, which is why it is important to have your tank pumped out regularly. This is the safest way to have your solid sewage removed.

Myths about septic systems have encouraged people to put hamburger or a dead chicken into their system to increase the presence of bacteria. Not only does this add to the solid waste in your tank, it is completely unnecessary as your system creates more than enough beneficial bacteria on its own.

4. Here are some do's and don'ts:

DO

- Ensure the base of the excavated area for the tank is level, free of rocks and has a minimum of 10 cm compacted bedding sand. This prevents settling problems and/or fracture cracks in the concrete caused by the weight of the tank and its contents.
- Keep grass, trees, and shrubs downhill of your drainfield. A thick buffer of shrubs between the field and surface water helps absorb excess nutrients that might otherwise enter the water and cause exaggerated aquatic plant growth.
- After installation, spread your topsoil over the new field and re-vegetate as soon as possible. Let grass grow at least three inches (8 cm) high to promote better absorption of discharge.



- Direct roof, driveway, and other run-off away from your septic tank, distribution box, and drainfield to avoid adding extra water to the soil. If necessary, contour the ground to create shallow ditches or swales. CAUTION: You may need to spread extra soil over your field after a year or so if it compacts after backfilling. This prevents stormwater and snowmelt from pooling over the drainfield.
- Use heavy duty sewer pipe under any road crossings or parking areas.
- Mark the location of your septic tank and distribution box with a concrete tile or stake for ease of locating in the future. Keep a detailed record of repairs, pumping, inspections, permits issued, and other maintenance activities.
- After the first year or so that your system has been in operation, open and expose the distribution box to check for even distribution of effluent. If the distribution box has sunk or tipped, use the “flow levellers” described previously.

DON'T

- Plant trees or shrubs too close to your field or tank. Roots can cause damage and clog your drainfield (especially willows and poplars).
- Change your lot's drainage pattern.
- Bury your drainfield under landscaping materials (such as plastic) or pavement; water must evaporate from the drain field for it to work efficiently.
- Bury your septic tank under a driveway or deck, making it inaccessible for inspections and pumping.

5. Any of the following indications are signs of possible trouble:

- The lawn over the drainfield has patches of abnormally healthy-looking grass.
- There are soggy areas, areas with surfacing grey water, or areas with surfacing sewage on or near to the drainfield.
- The lawn above the drainfield is wet.
- Sewage begins backing up in the toilet and drains.
- The sinks, showers and toilets drain more slowly.
- There is a sewage odour over the area of your drainage field.

Immediately report septic system malfunction to the local office in your area responsible for on-site sewage system permits. While none of us wants to have fingers pointed at us, the alternative of not reporting your problem is potentially far worse. Your delay could cause widespread contamination of drinking water for many people. Local officials will work with you to develop a plan to remedy the situation. Repairs can range from clearing a few lines to replacing entire drainfields and removing contaminated soil. Depending on how long the problem has gone unnoticed and uncorrected, costs can range from a few hundred to thousands of dollars. Prevention of problems is the best alternative!



6. Septic systems thrive on human waste, but some things give them a stomach ache.
DO

- Use basket strainers in all your sinks to catch hair – a big problem for septic systems and guaranteed to shorten the life of your field!
- Look for liquid detergents or concentrated detergents that don't have phosphates in them.
- Use a dry well for backflushing water softeners, instead of releasing it into your system.
- Use a lint filter on your washing machine; lint is a major source of solids that clog drainfields, especially from the fibres from synthetic clothing which clog the pores of the soil and do not break down as natural fibres do. A stainless steel filter is available through www.septicprotector.com.

DON'T

- Do not flush facial tissue, paper towels, coffee grounds, tea leaves, fats or grease, cigarette butts, filters, sanitary napkins, newspaper, disposable diapers, condoms, metal or metal items. All of these items can clog your tank and field.
- Don't use a garburetor. It adds solids which can be flushed into your drainfield.
- Avoid disinfectants like bleach which kill beneficial bacteria in your tank.

NEVER

- Never use caustic toilet bowl cleaners and drain cleaners which are very toxic to the beneficial bacteria in your tank. This results in sewage passing through without proper treatment.
- Never pour chemicals like paint, solvents, thinners, nail polish remover, kerosene, antifreeze, gas, or oil down drains; these can seep into ground water and poison our drinking supply.

7. One key to a healthy septic system is to minimize water use in order to keep solid sludge well settled on the bottom of the tank. Excessive water flowing into the septic tank, from overuse of toilets, laundry, dishwasher, showers, and baths, can cause the sludge to be disturbed and allow the solids to pass out of the tank and into your distribution box. These solids can clog your distribution box, your drainfield pipes and even your drainfield.

When this happens, the liquid will not properly drain down through the gravel into the soil. The effluent will then be forced upwards without having gone through the second soil 'friendly bacteria' treatment process and untreated sewage may appear on the ground's surface. Or, your septic system could back up.

- Use low flush toilets and water saving faucets and shower heads.



- Check your plumbing frequently for leaks--a leaky toilet or dripping tap can double the amount of water discharged in a day.
- Spread your laundry throughout the week.
- Add a weight to your toilet's tank to reduce the water volume. Use a plastic bag filled with water. (Avoid bricks as they can disintegrate and clog your plumbing.)



TREE PLANTING AND CONSERVATION PLAN

Taken from "ArborPlan Consultants"

Tree planting and conservation will be undertaken on a lot by lot basis using the following guidelines:

1. Typical Lot. Tree planting conservation plan on figure 1 attached showing the areas of a typical lot after allowing for house, yard, driveway, septic area and street.
2. Restrictive Covenants registered on title to each lot require:
 - a) The owner to submit for approval a detailed site plan with the application for design review approval. Tree conservation and planting will be addressed as part of the review; and
 - b) No tree in excess of 100 mm in diameter can be removed after construction of the home except for driveway, septic, and living area.
3. Tree conservation and planting guidelines:
 - a) Maintaining existing trees:
 - Retain all existing trees whenever possible. Ensure that trees onsite are protected from grade change, equipment damage and root compaction during construction. If the trees have too much fill built up around them they will not survive more than five years after construction. If equipment has been driving over the root system then aeration of the soil to relieve compaction should be undertaken. If there has been damage to the tree trunk by equipment, the area should be cleaned and torn bark removed.
 - Existing trees have successfully established their root systems in the soil on site whereas trees introduced to the site may have been grown in a different type of soil and will undergo planting shock and adjustment to the new soil conditions.
 - b) Pruning, watering, staking and mulching:
 - Pruning of trees should be kept to the minimum. Removing foliage will reduce photosynthesis and the production of food for the tree. The reasons for pruning are to improve structure by removing weak branches, removing dead or diseased branches and removing crossing or rubbing branches. Pruning to develop the structure of the tree should be done on the tree as soon as possible. Pruning a young tree for structure will help it develop better and faster and will create less damage by keeping the pruning cuts small.
 - Water is critical for successful tree growth. There are correct and incorrect methods of watering. Frequent, shallow watering encourages surface roots and soil compaction, which will make the tree more susceptible to drying out during periods



of drought. The best method of watering is infrequent, deep soakings that will encourage deeper root growth, less compaction and healthier trees that can survive periods of drought. The best time to water is during the morning when evaporation is minimized. It is best to let the hose trickle water onto the root area for a longer period of time instead of using a sprinkler. Remember, you can over-water the tree or underwater the tree, but the result will be the same – loss of your tree. Good water management is critical to the success of your tree. Staking a tree is not always necessary. Staking a tree too tightly will cause more damage than not staking a tree at all. Trees that are not staked produce a better root system, a better trunk taper and a structurally stronger tree. If the tree cannot remain upright by itself, then staking will have to take place. When the tree is staked it should have some movement in the wind and should not be tightened to the point of being rigid. Tree staking can be done with one, two or three stakes.

- Mulching the soil around the base of trees is beneficial. The mulch will reduce water evaporation from the soil, reduce soil erosion and improve soil aeration. The soil will remain cooler in the summer and protect the root system from summer heat. Mulch should be kept away from the tree trunk in order to prevent rot and fungus. The mulch layer should be 3 to 4 inches in depth and not any deeper. More mulch is not better and will cause problems with tree health and growth.

c) Managing Common Pests:

- Pest infestations are common throughout all tree plantings. The best way to fight pest infestation is to keep your trees as healthy as possible. All healthy trees have a better chance to withstand levels of infestation without the need to treat with pesticides. If the infestation is heavy enough to defoliate the tree then remedial action may be required. Deciduous trees can withstand defoliation and still survive, although in a weakened condition, but coniferous trees must not be defoliated. Defoliated conifers cannot survive and will not send out new needles. Conifers only produce leaves on the previous years' growth and if that is lost, the tree will die. Deciduous trees will refoliate after an attack but the tree will be under stress.

- A well diversified planting with numerous different types of trees will help reduce the impact of serious insect infestation. Monoculture planting, the planting of only one type of tree, must be avoided. Most trees are subject to insect infestations, but some are more susceptible than others. Careful selection of species can reduce the impact of insect damage.

- Caterpillars are the most common types of pests in trees. Forest tent caterpillars, Eastern tent caterpillars, Gypsy moth and Pine sawfly are all prevalent in this area. If the infestation threatens the tree, action should be taken. Tree collars are successful with many types of caterpillars. Removing the tent in the evening when the caterpillars are inside can control Eastern tent caterpillars in the spring. Remove the tent by hand and dispose of the caterpillars. Do not burn the tent while it is on the tree



because this will damage the tree. The use of Bacillus, an organic/non-chemical spray, is very successful against all species of caterpillars.

- Aphids are also a prevalent pest. This pest can be treated with applications of soapy water sprayed every ten days until the pest is not threatening the plant. The introduction of Lady Bugs will also reduce the aphid population. Lady Bugs are currently available at some Nurseries

d) Indicators of stress and vigour of the vegetation:

- Trees always indicate when there are problems. Stress is the term used to describe the condition which causes the health of the tree to decline. Signs of stress might include reduced growth rate, abnormal foliage colour, vigorous suckering or leaf wilt or drop.
- The most common stress for trees is caused by a lack of watering during periods of drought. The leaves will wilt and begin to grow brown and crisp, indicating a need for water.
- Some trees will develop a yellowing of leaves with the veins remaining green. This description indicates the tree has an iron deficiency and requires an application of iron to correct the deficiency. This deficiency is also an indication of a tree planted in the wrong type of soil.
- If the tree shows a lack of vigour in its growth, the tree could be suffering from nutrient deficiency and may require a fertilization application. Trees do not require annual fertilization. Young trees should not be fertilized when they are first planted but may require an application of fertilizer a few years after planting. Fertilization should only be a response to stress and not a programmed activity.
- Decline in growth can also be an indication of soil compaction. This problem can occur as a result of heavy equipment around the root zone during house construction or continuous, shallow watering with sprinklers can cause it. Compaction must be corrected by aerating the root zone.

e) Root feeding:

- Trees require certain nutrients in order to sustain a healthy growth rate. In most conditions the nutrients are available naturally in the soil. Fertilizing a tree should not be a regular activity but should be used as a correction if nutrient deficiency is a problem. Root feeding is done by drilling holes or using a root feeder on the end of a garden hose beyond the drip line (limit of branching) of the tree canopy. Do not fertilize during periods of drought or in the middle of summer. Fertilizer uptake is greatest during periods of active root growth, so applications are most effective during the spring and fall.

4. Tree planting:

a) Tree Selection:

- Selection of the right tree for your site condition is the most important decision to ensure success of tree planting. The tree must be matched to the site



conditions. The soil conditions, size of property, reason for planting and available light are all considerations that must be made before selecting a tree to plant. A local Nursery will be able to assist in the selection of tree.

- If a tree grows best in light, sandy soil then it should not be planted in heavy wet clay conditions.
- If the lot size is small, then a large growing deciduous tree will not be a good selection. If there is a septic system on site then a small, shallow rooted tree will be required for the site instead of a large shade tree with an extensive root system that could invade the septic system.
- Some trees must not be planted due to root system growth and soft, poorly structure branching. All varieties of Poplar, Manitoba Maple, Silver Maple and all varieties of Willow are not recommended to be planted. All of these trees can cause problems with extensive root growth, size of trunk and limb growth and poor structure.
- Planting for screening and privacy will require the planting of conifers. Cedars planted in hedging or in groupings, Pines or Spruces planted in groupings or in rows are recommended.
- Planting for shade will require a deciduous tree. The size of the tree will depend on the size of the lot. The type of shade, filtered or full, will also dictate the type of tree selected.

b) Planting:

- Trees are available for purchase in three forms: bare root, balled and burlapped or containerized. All trees, no matter how they are purchased, should be planted in the hole to the level they were planted at in the nursery. Do not plant the tree deeper than it has been grown.
- If a container-grown tree is purchased, check that the root system is not growing in circles before purchase. If roots are growing in circles, the plant will develop girdling roots and will eventually die. Remove the container just before planting.
- If a ball and burlap tree is purchased, place the tree in the planting hole and position it in the middle and straight. Place some soil in the hole to keep it straight, cut the ropes off and remove as much of the wire basket as possible. After the basket is removed, fold the burlap back from the top and sides of the tree. Do not leave the burlap on the top of the ball of the tree.
- Plant the tree in the site soil that is dug out of the planting hole. Dig the hole wider than the root ball and only as deep as the root system requires. Once the tree is positioned at the correct depth and is straight, backfill the hole to the halfway point, compact the soil by walking around the root ball and then fill the hole with water. After the water has been absorbed, complete the backfilling and water again.



- If the tree is not firmly positioned after planting, it may require staking. Place the stake outside of the ball, container or root mass on the side of the tree that receives the wind. Make sure that the tree is not staked too tightly, the trunk should move slightly with the wind.
- Do not prune branches from the tree when it is planted. The only branches that should be removed are any that are broken.
- Add a 4-inch layer of organic mulch to the base of the tree, but keep the mulch away from the trunk. The mulch will help reduce evaporation of moisture from the root zone.
- Remove any wrapping that is on the trunk of the tree at planting time.
- If the tree has been staked, remove the tie and stake after the first year of growth or when the tree is firmly rooted. Do not leave the tie in place longer than a year because it will start to impact the bark of the tree.

c) Maintenance:

- The most important maintenance is to ensure that the tree receives regular amounts of water. If rainfall is not sufficient, the tree should be watered every five to seven days.
- Remove any crossing branches that develop when they are small.
- Do not fertilize the tree in the first year. The root system is limited at planting time and fertilization is not recommended. If the tree requires fertilizer after it is established, use a controlled release fertilizer in the spring or fall. The fertilizer should be applied only if it is required. There should not be a need to fertilize a tree every year.

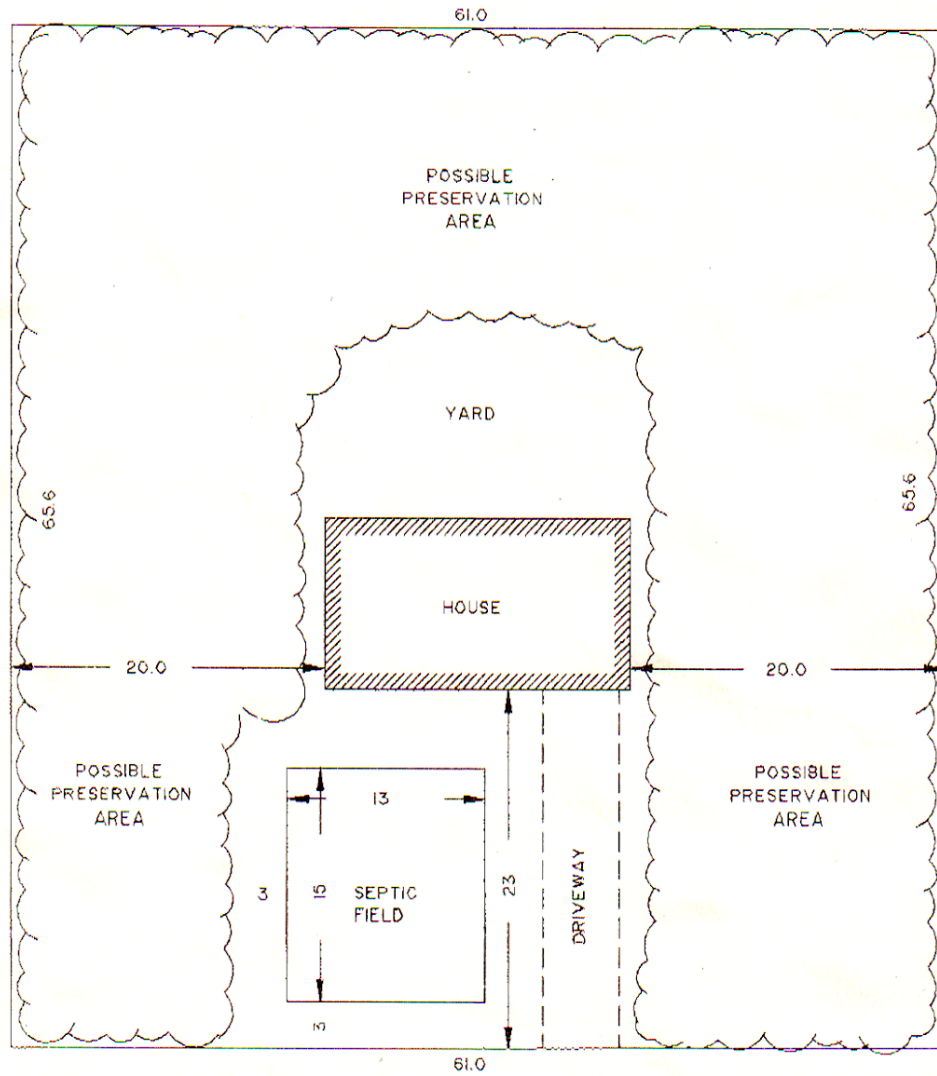
“The arboricultural recommendations of this report, if followed, will ensure that the development takes place in an effective manner with an overall enhancement of the environment.”

WILLIAM STRUGNELL
Arborist



TREE PLANTING / CONSERVATION PLAN

TYPICAL LOT



STREET



WATER'S EDGE TREE PLANTING AND CONSERVATION PLAN

Benefits of Planting Trees

There are many benefits to tree planting and conservation in our community, both for the environment and for us as residents. From an environmental standpoint, trees improve groundwater quality, reduce flooding, prevent soil erosion, act as windbreakers, improve air quality, compensate potential grounds of global warming, and provide habitat, food and protection for local birds and wildlife. As residents, trees help protect well water quality, provide shade and privacy, improves the chances of observing wildlife, and adds real estate and aesthetic value to the property.

Air Quality

Urban forests provide benefit to the environment through air pollutant uptake and reductions in atmospheric carbon dioxide, otherwise known as the greenhouse effect. One fully-grown tree can produce enough oxygen for four people, and over a span of fifty years, a single tree can remove 60,000 pounds of air pollution. Trees remove air pollution by lowering air temperature through its respiration, and by containing the pollutants such as carbon monoxide, nitrogen dioxide, and sulphur dioxide. Street dust can be reduced by 25% with a single row of trees. Each healthy tree can decrease airborne dust particles by as much as 7,000 particles per litre of air. In this manner a tree acts as a purifier and air conditioner.

Water Quantity & Quality

Studies have demonstrated that urban forests help reduce the quantity of stormwater flows and improve the quality of stormwater runoff. Trees function as holding and confinement basins by catching rainfall and reducing run-off. Based on a 25mm rainfall, approximately 25% of the rain is intercepted and retained in the mulch layer. The actual runoff quantity benefits depend on the type of tree, the density of its canopy, the level of maintenance and the time of year. Water quality benefits by having pollutants eliminated by uptake and storage, the prevention of soil erosion, and reducing the overall quantity of stormwater runoff. Trees along waterways can eliminate over 75% of the nitrates in the ground water before the pollutants are able to reach the waterways.

Energy Savings

The east, west, and south walls of your home receive the most sun, therefore planting deciduous trees around the house will provide shade, and in turn reduce cooling bills in summer months. They can reduce up to 50% of the energy consumption of air



conditioners. By planting a row of conifers on the north side, you will reduce heating bills by the windbreak provided by the trees. By slowing the strong winter winds, this windbreaker may help reduce heating costs by 20–40%. By acting as barriers to snow drifts, trees can lower winter plowing costs and reduce vehicular accidents in snow covered conditions.

Natural Habitat

Trees provide living space and a source of food for birds and other local wildlife.

Property Value

Trees create a pleasant and relaxing environment. Some related benefits include noise reduction and absorption. Strategically planted trees can muffle urban noise almost as effectively as stone walls. They provide beautiful colours to fall landscapes and provide excellent garden mulch. On average, trees increase property values up to 20%.

GUIDE TO TREE PLANTING

It is a good idea to begin by drawing a plan of your property with dimensions in order to determine the area available for planting. It is beneficial to plan in stages, beginning near the home and extending your gardens each year. Trees should not be planted where their branches will interfere with overhead wires, or overshadow or block windows. Trees should also not be planted where their roots will damage foundations, driveways, or sidewalks. Roots of willows and poplars spread to find water and are inclined to clog water and sewer pipes.

By using native species, you will increase the probability of success and decrease the amount of time and maintenance that your trees will require. Native species require less watering and can sustain periods of drought. They are also more prepared to combat pests, and therefore reduce the need for pesticide use.

The standard planting time is usually during the fall after the leaves have fallen or in early spring before the buds appear. This is a period of cool weather which allows the tree to situate their roots before the spring rains and summer heat activate new growth. Ash, birch, elm, poplar, and willow trees are better planted in the spring. Conifers can be planted early in the spring up until four weeks after the first bloom of deciduous trees. Alternatively, conifers can be planted in the fall, from the first week of August to the last week of October.



When handling seedlings, it is important not to allow the seedling to dry out and to transport them carefully, avoiding temperature extremes. Seedlings should be planted promptly and the roots should not be trimmed or pruned. The gel applied to the seedlings roots is there for its protection and to assist it in adapting to its new location. Seedlings should be planted deeply into the soil to give greater exposure and more water content. Seedlings which have been frozen in the pack should not be planted because the freezing has caused irreversible damage to the root system.

When planting your tree, you should dig a hole at least twice the size of the root ball of the tree, planted on existing soil level. If using a plastic pot, remove the container without disturbing the root system and fill the remainder of the hole with rich soil. If using a burlap or wire basket, place the ball at the bottom of the hole and fill with rich soil. Untie the burlap and spread it out without removing it. In the case of a wire basket, bend it away from the tree. When using a fibre pot, cut away the bottom of the pot and put the tree and remainder of the pot in the bottom of the hole. Slit the side of the pot from top to bottom and finish filling the hole. The remainder of the pot will rot away in time.

MAINTAINING YOUR TREES

To reduce the amount of time you spend on maintaining your trees, it is important to choose a species native to your area. Generally, conifers have an improved chance of survival and require less maintenance than deciduous trees. In the first few years after planting, seedlings need watering, weeding and rodent control, as well as staking. If mulch is developed under the tree, more rainfall will be kept.

If the soil is sandy and allows water to drain easily, you may need to soak the tree twice a week for the first three months and weekly thereafter for the first year. Peat moss and sandy soil mixtures at the time of planting would help in water retention. During the tree's second year, the tree should be watered twice monthly during spring and summer. If the soil contains clay, you may want to provide lighter watering to avoid flooding. For conifers, extra watering before winter will help protect the tree from drying.

Staking is suggested for trees that are taller than one meter, but only when the tree is unstable, to prevent it from being dislodged. It is important to ensure that the stake ties do not damage the bark and that the stakes are removed after two or three growing seasons.



Deciduous trees should be pruned in the late fall or early spring, for structure and the removal of dead or crossing branches, while they are dormant, with the exceptions of birch and maple, which require pruning when the leaves are full grown. Conifers are pruned to increase density and direct new growth. Spruce and firs must be pruned in late spring after the new growth has started.

TYPES OF TREES

To give you some ideas, a few types of trees and their descriptions are listed below:

Eastern White Pine

The Eastern White Pine usually grows to a height of 15-24 meters with a spread of 7.5-11 meters. It is a somewhat easy tree to grow and takes well to transplanting. The Eastern White Pine prefers cool conditions and moist, well-drained sandy soil. The Eastern White Pine prefers sunlight but will endure partial shade in its early years.

Red Maple

The Red Maple is a deciduous tree, which means that it loses its leaves in the winter months, and blooms in mid-spring. It is recognized by its production of brilliant and impressive fall colours. The Red Maple can grow to a height of 18-19 meters with a spread of 12-13 meters. It is a fast-growing, low maintenance species, favours sunlight but tolerates shade, and prefers soil that remains moist with pH levels below 7.

Red Oak

The Red Oak is also a deciduous tree, known for its strength and spectacular fall colours ranging from yellow-brown to russet-red and bright red and bears acorns. It grows to a height of 25-27 meters with a spread of 13-14 meters. The Red Oak prefers sunlight with moderate shade and well-drained soils.

Red Pine

The Red Pine is readily available, grows easily and quickly, and makes an excellent screen for ornamental plants. It is a good choice for use as a windbreaker. It usually grows to a height of 22 meters with a spread of 9-10 meters. The Red Pine prefers dry, sandy soils, but can grow in all types of soils as long as they are well drained.

Shadbush – Juneberry/Serviceberry

There are various species of the Juneberry/Serviceberry Tree. The Juneberry/Serviceberry has small, white flowers in early spring which bloom into maroon berry that attract birds and other wildlife in mid-summer. It grows to a



height of 5-15 meters. The Juneberry/Serviceberry prefers sunlight with moderate shade and well-drained soils.

White Ash

The White Ash is the most widespread form of the ash tree. It is also a deciduous tree, known for its adaptability, speedy growth, and recognized by its leaves, which turn a shiny bronze purple color in the fall. Its covering is scattered with small tufts of flowers in the spring. It grows to a height of 24-25 meters with a spread of 18-19 meters. The White Ash is excellent for use as a shade tree and adapts well to any soil.

White Birch

The White Birch is known for its attractive leaves and distinctive bark, which makes them valuable shade and ornamental trees. It usually grows to a height of 25 meters and is best planted in clumps. The White Birch can tolerate most types of soil, but prefers moist, well-drained sandy soil. The White Birch is not shade tolerant and prefers direct sunlight on its crown while shading the base of the tree from extreme heat and evaporation. The best way to shelter the base of the tree is to plant them in clumps.

White Spruce

The White Spruce is an excellent species to be used as a windbreaker and act as a barricade to wind, snow and rain. It grows to a height of 15-16 meters with a spread of 6-7 meters. The White Spruce is widely used for its site adaptability as it can thrive under a variety of environments and endures diverse soils.



BIBLIOGRAPHY

- “A Guide to Tree Planting.” Tree Planting Guide.
<http://www.treecanada.ca/publications/guide.html> (January 28, 2003).
- “A Tree’s Value – Eight Important Points.” Forestry.
<http://www.forestry.about.com/library/weekly/aa060400a.html> (January 29, 2003).
- “Alternative Stormwater Management Practices for Residential Projects.” Improving Quality & Affordability. http://www.cmhc-schl.gc.ca/en/imquaf/himu/wacon/wacon_027.cfm.html (January 29, 2003).
- “An Overview of Canada’s Forests.” The State of Canada’s Forests 2001-2002.
http://www.nrcan-rncan.gc.ca/cfs-scf/national/what-quoi/sof/sof02/overview_e.html (January 28, 2003).
- “Benefits of Planting Trees.” Tree Planting Program. <http://www.greenventure.on.ca.html> (January 29, 2003).
- “Canada’s National and Provincial Trees.” Tree Planting Guide.
<http://www.treecanada.ca/publications/canadastrees.html> (January 28, 2003).
- “Facts and Guidelines on Planting Trees.” Forestry.
<http://www.forestry.about.com/library/weekly/aa081097a.html> (January 29, 2003).
- “Green Side Up – A Guide to Tree Planting.” Northern Forestry Centre.
http://nofc.cfs.nrcan.gc.ca/publications/treecare/greenside_e.php.html (January 29, 2003).
- “If You Own Land.” Taking Action.
<http://www.creditvalleycons.com/takingaction/ownland.html> (January 29, 2003).
- “Planting Instructions.” Tree Planting Program. <http://www.greenventure.on.ca.html> (January 29, 2003).
- “Ten Commandments for Seedling Survival.” Forestry.
<http://www.forestry.about.com/library/weekly/aa121299.html> (January 29, 2003).
- “Tree Planting Tips – Caring for Your Trees.” Tree Planting Tips.
http://ecokids.earthday.ca/pub/eco_info/topics/climate/tree_planting/caring_for_trees.cfm.html (January 29, 2003).
- “Tree Trivia – Benefits of Urban Trees.” Tree Planting Guide.
<http://www.treecanada.ca/publications/trivia.html> (January 28, 2003).
- “Tree Trivia – Why Plant Trees.” Tree Planting Guide.
<http://www.treecanada.ca/publications/why.html> (January 28, 2003).



"Tree Types & Descriptions." Tree Planting Program. <http://www.greenventure.on.ca.html> (January 29, 2003).

WEED CONTROL PROGRAM

LAWNS

Methods of weed control in lawns include good lawn care practices, pulling by hand and the use of herbicides.

GOOD LAWN CARE PRACTICES

One of the primary ways that a weed-free lawn can be maintained easily, cheaply and with a minimum of effort is through good lawn care practices which encourage the natural vigorous growth of turf grass. Most weeds cannot compete with dense, healthy turf. The most important practices for weed control are detailed below.

MOWING

Regular mowing induces the sod to become thick and dense. Grass should be cut at a height of 2.5" to 3"; any shorter may cause an invasion of weeds. In addition many weeds cannot survive having their tops repeatedly cut off.

AERATING

Aerating removes plugs of dirt from the lawn so that air, water and nutrients can reach the roots. Over time, soil can become hard and compacted; therefore, by aerating regularly (spring and fall) you will loosen up the soil and feed the roots. Aerators can be rented from a rental company or you can hire a landscape company to do this for you.

FERTILIZING

According to the Ontario Ministry of Agriculture and Food, October is the best time to fertilize your lawn. Alternatively (or if a second application is necessary) early June is also appropriate. In order to minimize any adverse effects on the lakes, use "organic" fertilizers (meaning most of the nitrogen in the fertilizer is water insoluble).

The following brands of fertilizers may be used. Please follow the manufacturer's instructions with respect to quantities:



- CANAGRO VIGORO Natural Fertilizing 5-4-7
- NUTRITE Vitorganic 8-2-0
- CIL Mother Earth 100% organic Summer Lawn Food 8-2-0
- SO-GREEN Envirosoft 6-2-0
- MILGANIT Green & Fairway Fertilizer 6-2-0

DETHATCHING

Excessive thatch can lead to poor grass growth and weed encroachment. Dethatch in the spring.

WATERING

During periods of drought, to prevent weeds from becoming established, it is important to give one weekly soaking. Frequent and light watering encourages the germination of shallow rooted weeds such as crab grass and creeping bent grass.

RESEEDING

Reseed sparse areas before weeds become established.

PULLING BY HAND

If there are only a few weeds, pulling them by hand, or with hand tools may be preferable to other methods of weed control. This not only gets rid of the immediate problem but also prevents those plants from producing seeds resulting in more weeds later in the season or in the following years.

HERBICIDES

On April 22, 2009, Ontario's ban on cosmetic pesticides came into effect. The use of pesticides to control pesky weeds and insects for purely cosmetic reasons is an unnecessary risk to our families and pets, especially when you can have a healthier lawn and garden without chemicals.

The Ontario government listened to medical experts – like the Canadian Cancer Society – who have made a convincing case for reducing our exposure to pesticides, particularly children who are generally more susceptible to the potential toxic effects of pesticides.



While it means that many herbicides, fungicides and insecticides can no longer be sold or used for cosmetic purposes on lawns and gardens, you can still have a beautiful lawn and garden using natural methods and greener alternatives.

Gardeners can still purchase and use certain lower risk pesticides and biopesticides to manage weeds, insects and plant diseases. The biopesticides are those designated by Health Canada's Pest Management Regulatory Agency. Lower risk pesticides have characteristics such as low toxicity to humans, minimal impact to the environment, and act in a non-toxic way in controlling intended pests. You can view a list of these products in their entirety on the ministry's website at www.ontario.ca/pesticideban. To search for a specific product, use the new database on the ministry website: <http://app.ene.gov.on.ca/pepsis>.

Under provincial pesticide legislation, a pesticide must be registered under the Pest Control Products Act administered by Health Canada's Pest Management Regulatory Agency and classified for legal sale and use in Ontario. These pesticides must only be used according to label directions.

Tip: Corn Gluten Meal is also a great way to keep lawn weeds at bay. Available at most garden centers, it works to inhibit growth during seed germination. Apply in the early spring and wait at least 4 weeks before over-seeding.

GARDENS

There are no herbicides available for weed control in established gardens and flower beds without the risk of damaging or killing desirable flowers and shrubs. Usually one must resort to pulling by hand, hoeing, competition and/or mulching.

HOEING

A single hoeing will kill most annual weeds by cutting off all weeds to just below the ground surface. Perennial weeds are more persistent but repeated hoeing throughout one growing season will kill most, and repeated hoeing into the second season will kill the rest.

COMPETITION



Planting flowers and shrubs closer together than usually recommended may interfere with their shape and productivity, however, by shading the soil it can reduce the number of late germinating weeds.

MULCHING

Mulch, particularly when used with landscape fabric, is effective in preventing weed growth. It also conserves moisture and moderates soil temperatures. Mulches can be organic (such as bark or wood chips) or inorganic (such as stones, pea gravel or brick rubble).

FERTILIZER FREE GARDENS

The following expands upon information previously distributed concerning "fertilizer free gardens" and provides an extended plant list.

On all lots, but particularly waterfront lots, it is encouraged that "fertilizer free gardens" be planted. Unlike lawns and most other garden plants, the plants listed below require little topsoil and no fertilizers to grow. Keep in mind that on waterfront lots the mature height of plants within 75 ft. of the water must be less than 3 ft.

Most of the following "Fertilizer Free" plants listed below are native plants and are all very hardy in the Ottawa area. They are commonly found in local nurseries:

TREES

- White Spruce (*Picea Glauca*)
- Norway Spruce (*Picea Albies*)
- Austrian or Black Pine (*Pinus Nigra*)
- White Pine (*Pinus Strobus*)
- Canadian r Eastern Hemlock (*Tsuga Canadensis*)
- Eastern White Cedar (*Thuja Occidentalis*)

SMALL TREES/LARGE SHRUBS

- Amur Maple (*Acer Ginnala*)
- Serviceberry or Shadblow (*Amelanchier Canadensis*)
- Red Osier Dogwood (*Cornus Stolonifera*)
- Russian Olive (*Elaeagnus Angustifolia*)



- Choke Cherry (*Prunus Virginiana*)
- Mountain Ash (*Sorbus Americana*)
- Common Lilac (*Syringa Vulgaris*)
- Nannyberry or Wayfaring Tree (*Viburnum Lentago*)
- High Bush - Cranberry (*Viburnum Tribobum*)

SMALL SHRUBS/PERENNIALS

- Meadow Sweet (*Filipendula*)
- Potentilla or Cinquefoil (*Potentilla Friuticosa*)
- Rugosa Rose (*Rose Rugosa*)
- Raspberry (*Rubus*)
- Arctic Willow (*Salix Purpurea Gracilis*)
- Snowberry (*Symphorecarpos Albus*)

GROUNDCOVER

The following plants are good for shady locations:

- Japanese Spurge (*Pachysandra Terminalis*)
- Periwinkle (*Vinca Minor*)

It is highly recommended that for waterfront lots, instead of a lawn, a "fertilizer free garden" of the following ground cover plants, which thrive in full sun, be grown within 20 ft. of the lake along at least 75% of the length of the shoreline. They will absorb nutrients before they enter the lake, thus minimizing aquatic plant and algae growth. In addition they will minimize soil erosion into the lake. They can also be used for other areas of your garden.

- Adjudge or Boggled (*Adjudge Reptans*)
- Bearberry (*Arctostaphylos Uvaursi*)
- Trumpet Vine (*Campis Radicans*)
- American Bittersweet (*Celastrus Scandus*)
- Virginia Creeper (*Parthenocissus Quinquifolia*)

Landscaping Companies that are 100% pesticide-free:

Disclaimer:



The City of Ottawa has striven for accuracy in these listings but recognizes that they may not be complete. To update the listings or to be added to either of the lists, please call 613-7824-4227.

The material provided is for information only and should not be construed as professional advice. The listing or omission of companies does not constitute an endorsement or disapproval by the City of Ottawa.

ENCOURAGING BY-LAW COMPLIANCE AND BUILDING OUR COMMUNITY

To: All Residents of Water's Edge
From: Water's Edge Owners Association Board of Directors

The following document was originally written by Andrew Wilson, a lawyer in Manotick and resident of Sunset Lakes, in his capacity as a director of the Sunset Lakes Owners Association. It has been amended and reprinted for Water's Edge with his permission.

BACKGROUND

Water's Edge will become home to many families over the years. Each year will bring additional families, each with their own reasons for choosing Water's Edge as the place to make their home. Many of us are attracted to the area because of its location, its "child-friendly" environment and its recreational facilities. Many of us are also attracted to the area because of its commitment to the environment and its sense of community.

The reason that Water's Edge is so unique is in some respects a direct result of the original vision that was Water's Edge – a new community vision that each of us "bought into" (literally and figuratively) when we purchased our property here. This vision is part of the Water's Edge "package" and is variously set out in writing in the subdivision agreement, the development marketing materials and our respective property deeds. Whether related to recreational facilities, common area maintenance or environmental concerns, these are the "written" attributes of Water's Edge and therefore need to be maintained. They need to be maintained, however, in a manner that allows a key "unwritten" attribute of Water's Edge – the sense of community – to be fostered.

THE ROLE OF THE WATER'S EDGE OWNERS ASSOCIATION (WEOA) BOARD OF DIRECTORS

The care and management of the Water's Edge community now rests with the Water's Edge Owners Association (WEOA), of which there is annually elected a board of directors. The WEOA Board of Directors, a group of volunteers from our neighbourhood, is committed to listening



to the suggestions and concerns raised by residents of Water's Edge and to looking for ways to ensure that, as we grow in size, our sense of community grows along with that size.

As the development of Water's Edge grows, the WEOA Board will be increasingly responsible for ensuring that each of us enjoys our properties to the fullest extent possible, while at the same time recognizing the rights of our neighbours. Where the enjoyment by one property owner negatively impacts the enjoyment of another (or others), it is the responsibility of the WEOA Board to, at a minimum, take steps to protect the rights that are outlined in each of our property deeds. The balancing of the dual responsibilities of community building and the protection of property owner rights is a difficult one to strike. When one property owner makes a complaint against another about an alleged breach of the Water's Edge written rules, a resolution of the issue that maintains a "community" relationship between the property owners is often difficult to attain. While it would be easy to set up a "police state" mentality to the enforcement of by-laws, rules and regulations, we need to balance the rights of the individual as against the fostering of a community atmosphere.

CONCERNS OVER LAWN TREATMENT

Concerns will be raised that relate to the use of our properties. Specifically, questions and concerns raised over the use of pesticides and non-organic fertilizers by homeowners. The use of fertilizers and lawn chemicals (other than as approved by WEOA) is expressly prohibited in each of our deed restrictions. WEOA has approved the use of organic fertilizers and the spot use of pesticides.

These restrictions and the WEOA exceptions, in addition to being in our deed restrictions, form part of the marketing materials for the development. However they are not merely "rules for rules sake". The restriction on pesticide use is based on the widespread recognition that many pesticides are highly toxic and have been linked to many health-related problems, including cancer. As a result of the way in which children "use" a lawn, this concern is particularly prevalent among children. Our community will become a thriving, family-oriented place, with many young children. We need to ensure that our policies and practices are such that we do not put our children and ourselves at risk.

The restriction on the use of non-organic fertilizers is based on a growing appreciation of the extent to which the use of such non-organic fertilizers can cause damage to our lakes. Whether or not our home is located directly on one of the lakes within Water's Edge, each of us benefits greatly from the access to (and appearance of) these lakes. Organic fertilizers contain water insoluble nitrogen. In non-organic fertilizers, the nitrogen is water-soluble. With rains or the application of water, these water soluble chemical flow through our properties and become part of the groundwater which, in turn, all flows into the lakes. Where these waters contain high levels of nitrogen, the lakes will be adversely affected, causing increased vegetation and decreased water quality.

As a result, each resident of Water's Edge can have an impact on the quality of the water in our lakes. The direct impact of the quality of our lake water on homeowners who do not live beside a lake may not appear to be significant right now. However if our lakes become a collection of



weeds and other vegetation as a result of high levels of groundwater chemicals, some of the positive "aura" of our community will be lost (as will, presumably, some of the market value of each of our properties).

CAUSES FOR CONCERN

Concerns that may be raised with respect to the use of fertilizers and pesticides fall into two categories: those applied by third-party lawn service providers and those applied by the homeowner himself or herself. Where a homeowner engages a third-party lawn service to care for their lawn, it is important that the homeowner make the service provider aware of the restrictions within Water's Edge. However, unfortunately, this often is not enough, as these service providers may use non-organic fertilizers and/or pesticides while at the same time informing the homeowner that only organics are being used. This has become a popular tactic among these service providers and one of which all homeowners should be aware. In addition to the fact that the subdivision rules are being broken, this use of chemicals without homeowner knowledge could put in the immediate area under a significant health risk (particularly with the use of pesticides).

To assist homeowners in their understanding of these issues and in the selection of appropriate lawn care service providers, the WEOA Board will this spring make available information on lawn care service providers. The information will also include a list of the types of questions a consumer of these services should be asking to ensure that chemical fertilizers and pesticides are not being used. It is hoped that this information exchange will help eliminate the situations where residents are unknowingly in breach of the Water's Edge rules.

Should it come to the WEOA Board's attention that certain homeowners are aware of the service provider's non-organic fertilizer or pesticide use or are themselves applying such fertilizers and/or pesticides in a seeming reckless disregard to the by-laws and deed restrictions will warrant strong action by the WEOA Board.

NEW POLICY

The WEOA Board will introduce a policy - the "Policy for the Encouragement of Compliance with By-Laws and Deed Restrictions". The current WEOA By-Laws give the WEOA Board the right to suspend the membership of any homeowner who breaches the Deed Restrictions or other rules of WEOA. The new policy is intended to explain to homeowners the various steps that the Board will take to try to rectify alleged breaches.

- At the center of this new policy is a spirit of communication. It is hoped that, with proper communication and the willingness to discuss matters, a significant number of potential disputes and/or issues will easily be rectified at the stage at which they are simple "misunderstandings" and will not become a full-blown dispute. While the right to suspend is still there, it is felt that the spirit of community (and the end result) will often be better served if the Board takes a more measured approach.



As a result, any breach or alleged breach of the By-Laws and/or Deed Restrictions (related to environmental issues or otherwise) will be handled as follows:

1. Any homeowner who is aware of or who suspects that another homeowner is in breach of the Water's Edge By-Laws and/or Deed Restrictions should contact a member of the WEOA Board.
2. Concerns can be lodged on a confidential basis, if desired, in which case the identity of the homeowner bringing forward the concern will not be passed on to anyone else (including the WEOA Board and the other homeowner).
3. The WEOA Board member will bring the complaint forward to the WEOA Board, who will consider the concern.
4. The WEOA Board will appoint one of its members to approach the homeowner who is allegedly in breach for an initial discussion to determine whether the complaint has merit.
5. The WEOA Board member will report back to the WEOA Board as to his/her discussion, the agreement/disagreement of the homeowner with the concern, the degree to which the concern appears to be valid, and, if apparently valid, the degree to which the offending behaviour is likely to continue.
6. The WEOA Board will consider this additional information and, if necessary, engage in further individual discussions with the homeowners (the one lodging the concern and the one about which the concern has been lodged).
7. The WEOA Board will review all available information and make a determination as to the merits of the concern that has been lodged. If the concern is found to have merit, the WEOA Board member will discuss the conclusion with each of the homeowners and will attempt to gain comfort as to the intention of the homeowner to now comply with the By-Laws and/or Deed Restrictions. This discussion will be followed up in writing with a letter from the WEOA Board, indicating the required changes that must be made to the use of the property. A copy of this letter will be maintained with the WEOA Board minutes in case of any need for follow-up.
8. It is hoped that this will be the end of the matter. If for some reason the homeowner does not comply with the By-Laws and/or Deed Restrictions within a reasonable period of time, the WEOA Board will consider whatever additional sanctions need to be introduced. These sanctions will depend on the severity of the breach, the number of other homeowners who are or could be negatively impacted and the type of negative impact that is or could be experienced (i.e. health and safety versus aesthetics). Sanctions could include, for example, the suspension of membership rights, the placing of community notices or the referral of the matter to legal counsel to seek injunctive relief and/or registration of caveats on title.



9. As will be the case, any regular meeting of the WEOA Board is a public forum and any homeowner may attend these meetings to discuss his or her concerns.

CONCLUSION

Each of us has our own reasons for choosing to live in Water's Edge. As we grow as a community, we need to ensure that the unique qualities that attracted us to the area are maintained, and our community culture is enhanced.

We hope that the policy outlined above will help us to achieve an appropriate balance between the rules that exist and the need to apply those rules in a community setting. The WEOA Board is committed to working with the homeowners to ensure that their concerns are addressed, but will use this new policy to encourage and ensure appropriate communication between concerned homeowners, using the WEOA Board as a "sounding board", investigator and, in certain cases, adjudicator.

What will make Water's Edge a special community is our ability to communicate and to foster an understanding of and respect for those who live around us. In that way, we will be sure that each of us will be able to enjoy Water's Edge in our own way while making sure our neighbours are able to do the same.



BY-LAW NO. 1

A by-law relating generally to the conduct of the business and affairs of

WATER'S EDGE OWNERS ASSOCIATION INC.

(Herein called the "Corporation")

CONTENTS

BE IT ENACTED as a by-law of the Corporation as follows:

DUTIES OF THE ASSOCIATION

The duties of the Association shall include, but not be limited to the following:

- (a) Controlling, managing, and administering of the common elements and assets of the Association;
- (b) Collecting revenues;
- (c) Obtaining and maintaining insurance for the property, the Corporation, and the directors as may be required by the Act and by-laws;
- (d) Repairing and restoring of the common elements;
- (e) Obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Association;
- (f) Causing financial statements to be made after every year-end and making them available to the members;
- (g) Preparing an annual budget;
- (h) Establishing and maintaining one or more reserve funds.

POWER OF THE ASSOCIATION

The powers of the Association shall include but not be limited to the following:

- (a) Employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) Adoption and amendment of the rules concerning the operation and use of the property of the Association;
- (c) Employing a manager at a remuneration to be determined by the Board to perform such duties and services as the Board may authorize;
- (d) Obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such a manner as the Board may deem reasonable;
- (e) To settle, adjust, compromise, or refer to arbitration or to the courts any claim or claims which may be made upon or which may be asserted on behalf of the Association;



(f) To retain and hold any securities or other property, whether real or personal, which shall be received by the Association, in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds;

(g) To sell, convey, exchange, assign, lease, or otherwise deal with (but not borrow or mortgage) any real or personal property at any time owned by the Association at such a price, on such terms, and in such a manner as the Association in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;

(h) Save and except for the bank overdraft not to exceed \$5,000.00, the Corporation shall not (i) borrow money, (ii) pledge the assets of the Corporation, or (iii) pass a budget which proposes a deficit before revenues and expenses within any fiscal years;

1. INTERPRETATION

1.1. POWER

The business and affairs of the Association shall be managed and supervised by the Board of Directors.

1.2. CORPORATE SEAL

The corporate seal of the Association shall be in the form impressed hereon

1.3. SIZE OF BOARD

The Board of Directors shall at all times consist of not less than 3 and not more than 10 directors.

1.4. EXPANSION OF BOARD

The size of the Board at the date of execution of this shall be set at 3 directors. The Board shall expand to seven directors once all of the following events have occurred:

- (i) Monthly assessments are being collected from the members; and
- (ii) The amenities, namely the tennis court, volleyball court, play area, and recreation area have been constructed and are under the care and management of the Association.

1.5. ANNUAL MEETING

The first annual meeting of the members will be held within 53 weeks of the occurrence of the final event specified in 1.4 above, and once each year thereafter. The election of directors shall take place at the first annual meeting of the members.

1.6. TERM

Elected directors shall sit for a term of 2 years. Incumbent directors, if qualified, shall be eligible for re-election. If an election of directors is not held at the proper time the directors shall continue in office until their successors are elected.

1.7. RESIGNATION

A director may resign from office upon giving a written resignation to the Association, and such resignation becomes effective when received by the Association or at the time specified in the resignation, whichever is later.



1.8. REMOVAL

A director may be removed for just cause by a majority vote of the membership or by the Board of Directors. Any director so removed may have his removal reviewed by an arbitrator agreed upon by the parties, or in the event that no agreement can be reached, the Board of Directors shall select one arbitrator (the removed director(s) shall abstain from any vote or resolution on the matter), the removed director shall select a second arbitrator, and the two arbitrators so selected shall choose a third. Arbitration shall proceed without delay by either party in accordance with the Arbitration Act of Ontario. The arbitrator or panel may direct that a set of rules be developed and may make any orders that are deemed in his discretion necessary to facilitate the arbitration. Until the review is complete and a decision is rendered, the director(s) shall remain active and his removal held in abeyance.

1.9. VACANCIES

Where a vacancy occurs on the Board, a quorum of directors then in office may appoint a person to fill the vacancy for the remainder of the term. If there is no quorum of directors, or if there has been a failure to elect the number of directors required by the articles, or in the case of a variable board as required by special resolution, the directors then in office shall forthwith call a meeting of members to fill the vacancy and, if they fail to call a meeting or if there are no directors then in office, the meeting may be called by any member.

1.10. PLACE OF MEETINGS

Meetings of the Board may be held at the registered office of the Association or at another place within or outside of Ontario but, except where the articles or the by-laws otherwise provide, in any financial year of the Association, the majority of the meetings of the Board shall be held at a place within Canada.

1.11. MEETINGS BY TELEPHONE

Where all the directors present at or participating in the meeting have consented thereto, any director may participate in a meeting of the Board by means of conference telephone, electronic, or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. A director participating in such a meeting by such means is deemed for the purposes of the Act and these by-laws to be present at the meeting. If a majority of the directors participating in such a meeting are then in Canada, the meeting shall be deemed to have been held in Canada.

1.12. CALLING OF MEETINGS

Meetings of the Board shall be held from time to time at such a place, at such a time, and on such a day as the president, a vice-president who is a director, or any two (2) directors may determine, and the secretary shall call meetings when directed or authorized by the president, a vice-president who is a director, or any two (2) directors. Notice of every meeting so called shall be given to each director not less than forty-eight (48) hours before the time when the meeting is to be held, except that no notice shall be necessary if all the directors are present or if those absent have waived notice of or otherwise signified their consent to the holding of such meeting. A notice of the meeting of directors need not specify the purpose of or the



business to be transacted at the meeting except where the Act requires such purpose or business to be specified.

1.13. REGULAR MEETINGS

The Board may appoint a day or days in any month for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meetings.

1.14. QUORUM

Three (3) directors shall constitute a quorum.

1.15. RESIDENT CANADIANS

Directors shall not transact business at a meeting of the Board unless a majority of the directors are resident Canadians. However, directors may transact business at a meeting of the Board where the majority of resident Canadian directors are not present if:

- (a) A resident Canadian director who is unable to be present approves in writing, by telephone, or by other communications facilities the business transacted at the meeting, and
- (b) A majority of resident Canadian directors would have been present had the director been present at the meeting.

1.16. CHAIRMAN

The chairman of any meeting of the Board shall be the first mentioned of any such of the following officers who have been appointed and who is a director and is present at the meeting:

- (i) Chairman of the Board
- (ii) President or
- (iii) A vice-president who is a director

If no such officer is present, the directors present shall choose one of their number to be the chairman.

1.17. VOTES TO GOVERN

At all meetings of the Board, every question shall be decided by the majority of the votes cast on the question.

1.18. CASTING VOTE

In the case of an equality of votes on any question at a meeting of the Board, the chairman of the meeting shall be entitled to the second or casting vote.

2. DIRECTORS

2.1. DISCLOSURE

Every director or officer of the Association who is a party to a material contract or proposed material contract with the Association, or is a director or officer or has a material interest in



any corporation which is a party to a material contract or proposed material contract with the Association shall disclose in writing to the Association or request to have entered in the minutes of the meeting of directors the nature and extent of his interest as required by section 132 of the Act.

2.2. RESOLUTIONS

A resolution in writing, signed by all directors entitled to vote on that resolution at a meeting of directors or committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors. A copy of every such resolution shall be kept with the minutes of the proceedings of the directors or committee of directors.

2.3. LIMITATION OF LIABILITY

No director or officer shall be liable for the acts, receipts, neglects, or defaults of any other director, officer, or employee, or of joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious acts of any person with whom any of the monies, securities, or effects of the Association shall be deposited, or for any loss occasioned by any error of judgment on his part or for any loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own willful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act or from liability for any breach thereof.

2.4. INDEMNITY

Except as provided in section 136 of the Act, every director and officer of the Association, every former director or officer or the Association, or every person who acts and acted at the Association's request as a director or officer of a body corporate of which the Association is or was a member or creditor, and his heirs and legal representatives shall, from time to time, be indemnified and saved harmless by the Association from and against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal, or administrative action or proceeding to which he is made party by reason of being or having been a director or officer of such Association or body corporate if:

- (i) He acted honestly and in good faith with a view to the best interest of the Association; and
- (ii) In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

2.5. INSURANCE

Subject to the limitations contained in the Act, the Association may purchase and maintain such insurance for the benefit of its directors and officers as such, as the Board may from time to time determine.

3. OFFICERS



3.1. ELECTION OR APPOINTMENT

At the first meeting of the Board after each election of directors, the Board shall elect or appoint a president and a secretary, and if deemed advisable, may appoint one or more vice-presidents, a general manager, a treasurer, and such other officers as the Board may determine, including one or more assistances to any of the officers so appointed. None of the said officers, except the president, need be a director or member. Any two of the said offices may be held by the same person. If the same person holds the offices of secretary and treasurer, he may, but need not, be known as the secretary-treasurer.

3.2. TERM, REMOVAL

The Board may fix the term for appointment and remove any officer at any time in its sole discretion.

3.3. PRESIDENT

The president shall be the chief executive officer of the Association. He shall, if present, preside at all meetings of the membership and of the directors, and shall be charged with the general supervision of the business and affairs of the Association except the power to do anything referred to in sub-section 127(3) of the Act. Except when the Board has appointed a general manager or managing director, the president shall also have the powers and be charged with the duties of that office except the power to do anything referred to in sub-section 127(3) of the Act.

3.4. VICE-PRESIDENT

The vice-president, or if there are more than one, the vice-presidents in order of seniority (as determined by the Board) shall be vested with all the powers and shall perform all the duties of the president in the absence or disability or refusal to act of the president, except that he shall not preside at meetings of the directors or membership unless he is qualified to attend meetings of directors or the membership, as the case may be. If a vice-president exercises any such duty or power, the absence or inability of the president shall be presumed with reference thereto. A vice-president shall also perform such duties and exercise such powers as the president may from time to time delegate to him or the Board may prescribe.

3.5. GENERAL MANAGER

The general manager, if one is appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the president, of the Association's business and affairs, and the power to appoint and remove any and all officers, employees, and agents of the Association not elected or appointed directly by the Board, and to settle the terms of their employment and remuneration, but shall not have the power to do any of the things set forth in sub-section 127(3) of the Act. If, and so long as, the general manager is a director, he may, but need not, be known as the managing director.

3.6. SECRETARY



The secretary shall attend all meetings of the directors, membership, and committees of the Board and shall enter or cause to be entered, in books kept for that purpose, minutes of all proceedings at such meetings; he shall give, or cause to be given, when instructed, all required notices to members, directors, auditors, and members of committees; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Association, and of all books, papers, records, documents, and other instruments belonging to the Association; and he shall perform such other duties as may from time to time be prescribed by the Board.

3.7. TREASURER

The treasurer shall keep, or cause to be kept, proper accounting records as required by the Act; he shall deposit, or cause to be deposited, all monies received by the Association in the Association's bank account; he shall, under the direction of the Board, supervise the safekeeping of securities and the disbursement of the funds of the Association; he shall render to the Board, whenever required, an account of all his transactions as treasurer and of the financial position of the Association; and he shall perform such other duties as may from time to time be prescribed by the Board.

3.8. OTHER OFFICERS

The duties of all other officers of the Association shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board otherwise directs.

3.9. VARIATION OF DUTIES

From time to time, the Board may vary as to or limit the powers and duties of any officer or officers, but shall not delegate to any officer any of the powers set forth in sub-section 127(3) of the Act.

3.10. AGENTS AND ATTORNEYS

The Board shall have the power from time to time to appoint agents or attorneys for the Association, in or out of Ontario, with such powers of management or otherwise, including the power to sub-delegate, as may be thought fit.

3.11. FIDELITY BONDS

The Board may require such officers, employees, or agents of the Association as it deems advisable to furnish bonds for the faithful performance of their duties, in such form and with such surety as the Board may from time to time prescribe.

4. MEMBERSHIP

4.1.

- (a) A member must be an owner of real property in good standing in the serviced area;



- (b) Where the property includes a dwelling, members shall be deemed to include, for the purpose of determining which individuals have the right to use the Association facilities, members of the immediate family residing in the dwelling with the owner;
- (c) Where a “resident” is not a member of the immediate family, special application must be made to the Board to give the resident user privileges
- (d) Where the property is leased, an application must be made to the Board to give the tenants user privileges;
- (e) Where the dwelling has sub tenants or apartments, an application must be made for user privileges. The Board may also levy an additional monthly assessment to the second unit.

4.2. SERVICE AREA

The service area shall be defined as those lands shown in schedule “A” attached hereto.

4.3. EXPANSION OF SERVICED AREA

By a majority vote of the membership at a special meeting called for the purpose and a majority vote of the Board, the Board of Directors shall have the right to expand the service area to bring in additional lands. In considering the expansion, the Board shall consider the best interests of the Corporation, the ability of members to use the facilities of the Corporation, and the new amenities or resources that are to be offered by the members in an expanded area. Owners of lands in an expanded area shall bear a proportion of the maintenance costs as determined by the Board and shall provide security to the Corporation for enforcement of the payment of these costs.

4.4. MEMBERSHIP

All lands in the serviced area shall have the right to join the association, use the amenities, and pay the assessments, provided that the lands are owned by the developer, its successors, or assignee at the time of registration, and covenants similar to those in the original phase are registered on title to the affected lots or units in the new development. If the developer of any new parcel in the serviced area does not declare the lands to become part of the Owners Association at the time of registration of the M-Plan, the owners of lots in the new development will not be required to pay the fees and will not have the right to use the amenities. If, at a date more than six (6) months following registration, the landowners wish to join the association, the provision of paragraph 4.3 will apply.

4.5. SUSPENSION

Any member or members may be suspended by a resolution of the Board for any of the following:

- (a) Failure to pay annual dues;
- (b) Breach of a restrictive title covenant on the members property or elsewhere in the serviced area;
- (c) Breach of the rules, by-laws, or regulations of the Association;
- (d) Gross misconduct.

The Board, in imposing the suspension, may elect to impose a general suspension revoking all membership privileges, or may limit restrict, or qualify the suspension in its sole discretion.



4.6. APPEAL

Any member suspended may appeal the suspension in accordance with the arbitration procedure set out in paragraph 1.8. In the event that the member is unsuccessful in the appeal, the arbitrator or panel may elect to require the member to pay the Corporation's legal and arbitration costs.

4.7. MEETINGS

An annual meeting of the membership shall be held in accordance with paragraph 1.5.

4.8. SPECIAL MEETINGS

The Board may, at any time, call a special meeting of the membership for the transaction of any business which may be properly brought before such meeting. An annual meeting may be deemed a special meeting.

4.9. PLACE OF MEETINGS

Meetings of the membership shall be held at the registered office of the Corporation or at such other place within or outside of Ontario as the Board from time to time determines.

4.10. NOTICE OF MEETINGS

Notice of the time and place of each meeting of the membership shall be sent not less than ten (10) days, and not more than ninety (90) days, before the date of the meeting to the auditor of the Corporation if applicable, to each director, and to each person whose name appears on the records of the Corporation at the close of business on the day preceding the giving of the notice as a member entitled to vote at the meeting. Notice of a special meeting shall state:

- (a) The nature of the business to be transacted at the meeting in sufficient detail to permit the member to form a reasoned judgment thereon; and
- (b) The text of any special resolution of by-law to be submitted to the meeting.

4.11. PERSONS ENTITLED TO BE PRESENT

The only persons entitled to attend a meeting of the membership shall be those entitled to vote thereat, the directors, the auditor of the Corporation, and others who although not entitled to vote, are entitled or required under any provision of the Act or by-laws of the Corporation to be present at the meeting. Any other persons may be admitted only on the invitation of the chairman of the meeting or with the consent of the Board.

4.12. QUORUM

The holders of a majority of the votes entitled to vote at a meeting of the membership present in person or by proxy constitute a quorum for the transaction of business at any meeting of members.

4.13. VOTES

Each single family home or building lot in the serviced area shall be entitled to one vote. Membership privileges shall extend to all owners, tenants, or family members of the owner or tenants residing therein. Only one representative of the home shall be entitled to vote. The



Board may, in its discretion, limit the right to speak at any membership meeting to one family representative who shall speak on behalf of the home. In the event of any disagreement between joint owners, the vote shall be exercised by the person who is: (a) listed by name; and (b) present at the meeting.

4.14.

Membership in the Association and use of the facilities is designed primarily for individual or family use. The Board may elect to suspend or deny membership privileges to a group of multiple owners or users who do not constitute a family and whose number of users results in an unfair and disproportionate demand for the use of Association facilities.

4.15. ONE VOTE PER LOT

One vote shall be given per lot to Lots 1-10, Plan 4M-1108, all lots on Plan 4M-1158, and all other registered plans of subdivision or condominium units lawfully created and registered within the service area. A lot or unit shall be deemed to be created as of the date of the registration of the same at the Land Titles Office of Ottawa No. 4. At any meeting of the membership which may affect the future charges paid by the members of the Association, or which may affect the as yet undeveloped lands in the serviced area, or any proposed amendment to the by-laws or articles of the Association, the registered owners of undeveloped lands within the serviced area shall be permitted to address their interests and shall be granted the right to vote on the basis of one vote per 0.2 hectares of land, provided the owner is the developer, its successor, or its assignee.

4.16.

The Association shall have the power to make rules and regulations governing the use of its facilities by members and guests.

4.17.

The Association acknowledges that a substantial investment of capital has been made by members on the basis of a concept plan for the community. As such, the owners of lands within the serviced area shall be entitled to be reasonably certain, at the time of their purchase and thereafter, that facilities, amenities, and activities which are important to them and formed part of their decision to make such an investment will continue to be permitted uses on the lands and premises under the jurisdiction of the Association. The following shall be deemed to be protected uses, and notwithstanding that only a minority of the membership may enjoy any given use at any time, the Association shall not discontinue such use except with a vote of two thirds of the members of the Board of Directors and ninety percent (90%) of the votes of the members of the Association entitled to vote:

- (a) Tennis, on the tennis courts owned by the Association;
- (b) Volleyball;
- (c) Use of trails for walking, jogging, and cross-country skiing;
- (d) Use of the lake for recreational purposes in the designated zones, as delivered by the developer to the Association at the completion of the recreation areas;
- (e) Children's play areas;



(f) Maintaining a rule which provides exclusive use of the Water's Edge Owners Association waterfront property abutting a waterfront lot, to the abutting waterfront landowners and excludes persons from entering these lands as though the landowner owned to the water's edge.

Furthermore, the provisions of this by-law may not be amended except in accordance with the ninety percent (90%) voting provisions specified above.

4.18. GUESTS

Members of the Association may bring guests to use the facilities upon the following conditions:

- (a) The member assumes full responsibility for the conduct of the guests;
- (b) The guest is at all times accompanied by the member while using the facilities;
- (c) Any gathering, whether formal or informal, involving more than four (4) guests receives the prior consent of the Board or its appointee. The Board shall have the right to appoint one or more facility supervisors with power to make decisions regarding the use of facilities by guests;
- (d) Where user fees are applied for any facility, the member shall be responsible for the payment of all guest user fees.

4.19. ABUSE

The Board shall have the right to make special rulings to prevent the abuse of facilities in a manner unforeseen at the time of preparation of this by-law in the best interests of the Association and the long term care, maintenance, and use of its facilities.

4.20. USE OF FACILITIES BY GENERAL PUBLIC

Use of facilities for a limited time by members of the general public may be considered by the Board provided the same is in the best long-term interests of the Association. No such use or invitation to the general public to enter upon and use Association facilities shall be made by any member without the express written consent of the Board. Such use is considered important to good public relations with the local community, and may include but is not limited to: tennis legal matches or tournaments, swimming lessons or classes, water ski tournaments or instruction sessions, provided these uses do not unreasonably interfere with the overall use and enjoyment of the facilities by Association members. In providing such consent, the Board may impose such conditions and make such charges as are deemed appropriate in the best interest of the Association.

4.21. AUTONOMOUS CLUBS

The Association may enter into agreements with autonomous clubs for the administration, use, and maintenance of its facilities. Such agreements may include and address such matters as user fees, payments to the Association, allotment of time, and exclusive use of facilities. Notwithstanding, all such agreements must not conflict with the by-laws, rules, and regulations of the Association.

4.22. PROXIES



Every member entitled to vote at a meeting of the membership may by means of a proxy appoint a proxy holder or one or more alternate proxy holders who are not required to be members, to attend and act at the meeting in the manner and to the extent authorized by the member and with the authority conferred by the member. A proxy shall be in writing and executed by the member or by his attorney authorized in writing. Subject to the requirements of the Act, the instrument may be in such form as the directors from time to time prescribe, or in such other form as the chairman of the meeting may accept as sufficient. It shall be deposited with the Association before any vote is taken under its authority or at such earlier time and in such manner as the Board by resolution prescribes.

4.23. SCRUTINEERS

At each meeting of the membership, one or more scrutineers may be appointed by a resolution of the meeting or by the chairman with the consent of the meeting to serve at the meeting. Such scrutineers need not be members of the Association.

4.24. VOTES TO GOVERN

Unless otherwise required by the Act, the articles, or the by-laws of the Association, all questions proposed for the consideration of the membership at a meeting shall be decided by a majority of the votes cast thereon.

4.25. SHOW OF HANDS

At all meetings of the membership, every question shall be decided by a show of hands unless a ballot thereon be required by the chairman or demanded by a member or proxy holder present and entitled to vote. Upon a show of hands, every person present and entitled to vote has one vote regardless of the number of votes he represents. After a show of hands has been taken upon any question, the chairman may require, or any member or proxy holder present and entitled to vote may demand, a ballot thereon. Whenever a vote by show of hands has been taken upon a question, unless a ballot thereon be so required or demanded, a declaration by the chairman that the vote upon the question has been carried, or carried by a particular majority, or not carried, entered into the minutes, shall be considered prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the question. The result of the vote so taken and declared shall be the decision of the Association on the question. A demand for a ballot may be withdrawn at any time prior to the taking of the ballot.

4.26. BALLOTS

If a ballot is required by the chairman of the meeting or is demanded and the demand is not withdrawn, a ballot upon the question shall be taken in such manner as the chairman of the meeting directs.

4.27. ADJOURNMENT

The chairman of the meeting of the membership may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place.



4.28. ENTITLEMENT

Any questions regarding the entitlement of a member to vote shall be made by the secretary upon reference to the registered owner as shown on the abstract at the Land Titles Office.

4.29. NOTICE

Notice shall be given in the name of the registered owner or, where more than one owner appears on title, to the first name appearing on title at the municipal address of the property or such other addresses for service given by the member to the secretary.

4.30. REPORTS

A copy of the financial statement and a copy of the auditor's and/or accountant's report shall be furnished to every owner and mortgagee entered on the register who has requested the same.

5. DUES, LEVIES, ASSESSMENTS

5.1. COMMON EXPENSES

Without limiting the definitions ascribed thereto by the Act, common expenses means the expenses incurred in the performance of the objects and duties of the Association, and without limiting the generality of the foregoing, shall include the following:

- (a) The maintenance, repair, replacement, and operation of the common elements;
- (b) Payment of any remuneration payable by the Association to any employee deemed necessary for the proper operation and maintenance of the property;
- (c) Payment of any remuneration payable to any management contract which may be entered into between the Association and a manager;
- (d) The cost of legal, accounting, and auditing services;
- (e) Any other expense approved by the Board.

5.2.

Every member shall pay the minimum sum of one hundred and eighty dollars (\$180.00) per year to the Association, or such other sum as prescribed by the Board. Payment shall be made by January 1st of each year. Any returned cheques shall be subject to a reasonable charge as set from time to time by the Board.

5.3. INCREASE

The total amount payable in terms of "fees, dues, levies, and special assessments" shall be no more than twenty-five dollars (\$25.00) per month, subject only to cost of living increases on an annual basis as established from time to time by Statistics Canada, which increases shall only commence after the "recreational area" is constructed.

The owners shall be given at least two months notice in writing of the date that the fees are to commence, and the amount at which the fees will start.



Any further increases or decisions regarding special assessments for amounts over the regular monthly payments or fees, set out above, shall not be made for a period of five (5) years from the date of commencement of the payments and then only with the approval of a minimum of eighty percent (80%) of the owners entitled to vote at a special meeting of the membership.

5.4. ENFORCEMENT

(a) Arrears of payments required to be made under the provisions of this by-law shall bear interest at a rate equal to two percent (2%) above the interest rate charged from time to time by the Bank of Canada to chartered banks.

(b) In addition to any remedies or liens provided by the Act, if any owner/member is in default in payment of an assessment levied against him, for a period of fifteen (15) days, the Board may bring legal action for and on behalf of the Association to enforce collection thereof, and there shall be added to any amount found due all cost of such action, including costs as between a solicitor and his own client.

5.5. NOTICE OF DEFAULT

The Board, when giving notice of default in payment of common expenses, or any default to the owner/member of the lot, shall concurrently send a copy of such notice to each mortgagee of such lot who is entered on the Register.

5.6. CERTIFICATE

A certificate may be requested by a member or his authorized agent and prepared by the secretary of the Association, setting out the following matters:

- (a) The amount of monthly common expenses;
- (b) Any arrears or defaults of the member;
- (c) The amount of reserves held by the Association;
- (d) Any litigation that the Association is a party to either as plaintiff, defendant, or third party;
- (e) Any special assessments approved by the Board and unpaid.

A charge of fifty dollars (\$50.00) or such other amount as is directed by the Board to be charged to the party requesting the information.

6. FINANCES AND NOTICES

6.1. FINANCIAL YEAR

The financial or fiscal year of the Association shall end on the 31st day of December in each year.

6.2. NOTICES

Any notice, communication, or other document to be given by the Association to a member, director, officer, or auditor of the Association under any provision of the Act, the articles, or the by-laws shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to his recorded address, or if mailed to him at his recorded address by prepaid ordinary mail, or if sent to him at his recorded address by any means of any prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been



given when it is delivered personally or delivered to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box, and shall be deemed to have been received on the fourth day after so depositing; a notice so sent by means of transmitted or recorded communication shall be deemed to have been received on the fifth day after so depositing with the appropriate communication company, or agency, or its representative for dispatch. The secretary may change or cause to be changed the recorded address of any member, director, officer, or auditor of the Association in accordance with any information believed by him to be reliable. The recorded address of a director shall be his latest address as shown in the records of the Association or in the most recent notice filed under the Corporations Information Act, whichever is more current.

6.3. COMPUTATION OF TIME

In computing the date when notice must be given under any provision of the articles or by-laws requiring a specified number of days notice of any meeting or other event, the date of giving the notice shall, unless otherwise provided, be included.

6.4. OMISSIONS AND ERRORS

The accidental omission to give any notice to any member, director, officer, or auditor, or the non-receipt of any notice by any member, director, officer, or auditor, or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

6.5. PERSONS ENTITLED BY DEATH OR OPERATION OF LAW

Every person who by operation of law, by transfer, by the death of a member, or otherwise, becomes entitled to votes, is bound by every notice in respect of such votes which has been duly given to the registered holder of such votes, prior to his name and address being recorded on the records of the Association.

6.6. WAIVER OF NOTICE

Any member (or his duly appointed proxy), director, officer, or auditor may waive any notice required to be given under the articles or by-laws of the Association, and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in the giving of such notice.

6.7. SIGNATURES TO NOTICES

The signatures to any notice to be given by the Association may be written, stamped, typewritten, or printed, or partly written, stamped, typewritten or printed.

6.8. SIGNING OFFICERS

Deeds, transfers, assignments, contracts, and obligations of the Association may be signed by the president, or a vice-president, or a director together with the secretary, or treasurer, or assistant secretary, or assistant treasurer, or another director. Notwithstanding this, the Board may at any time, and from time to time, direct the manner in which, and the person or persons by whom, any particular deed, transfer, contract, or obligation, or any class of the aforementioned may be signed.



6.9. SEAL

Any person authorized to sign any document may affix the corporate seal thereto.

6.10. EFFECTIVE DATE

This by-law comes into force upon confirmation by the membership of the Association in accordance with the Act.

7. MISCELLANEOUS

7.1. INVALIDITY

The invalidity of any part of this by-law shall not impair or affect in any manner the validity, enforceability, or effect of the balance thereof.

7.2. GENDER

The use of the masculine gender in this by-law shall be deemed to include the feminine and neutral genders, and the use of the singular shall be deemed to include plural whenever the context so requires.

7.3. WAIVER

No restriction, condition, obligation, or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Whereas the foregoing by-laws being hereinafter referred to as By-law No. 1, was read and passed by the originating directors, this _____ day of _____, 20__.



SCHEDULE C

DEED RESTRICTIONS FOR WATER'S EDGE Covenants and Restrictions

Note: The covenants herein are subject to change following the registration of the Subdivision Agreement between the City of Ottawa and Greely Family Farm Inc., to conform to the specific requirements of that Agreement.

1. Covenants

The following covenants shall be covenants running with the lands in Plan 4M-_____, namely Lots _____ on 4M-_____, inclusive, for the benefit of the said lands within the plan of subdivision 4M-_____ 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 endure 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 Restriction

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 Greely Family Farm Inc. 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 Greely Family Farm Inc., or its appointee, shall use its best efforts to provide a response within thirty (30) days after receipt by Greely Family Farm Inc. 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 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 Greely Family Farm Inc. 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 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 Greely Family Farm Inc. or its appointee.
- (b) 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 (MOE) and in particular with any requirements in any Subdivision Agreement affecting these lands.
- (c) 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 (driveway culverts) 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.
- (d) 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 liters of water a day from any source including a well.
- (e) 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 liters 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.
- (f) 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.
- (g) 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.

(h) 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.

(i) 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".

(j) 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.

(k) 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 consent 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.

(l) 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 Greely Family Farm Inc., or Water's Edge 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-_____:



- (i) Roads;
- (ii) Road ditches and culverts, drainage ditches and swales;
- (iii) Utility services;
- (iv) Street and traffic signs.

4. Lawn Lamps

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 Water's Edge 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 Water's Edge 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.

5. Television Antenna, Clothes Lines

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 Greely Family Farm Inc. or the Water's Edge Owners Association Inc. No exterior clothesline shall be erected or used in the subject lands, unless adequately screened and with consent of Greely Family Farm Inc. or its appointee or assignee.

6. Appearance

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

7. 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 Greely Family Farm Inc. or the Water's Edge Owners Association Inc., namely, lawn and garden maintenance equipment, storage sheds, play structures.

8. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will maintain the land within the road allowance abutting his lands, 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 Greely Family Farm Inc. or its appointee and pursuant to the Subdivision Agreement with the City of Ottawa.

9. 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) 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 Greely Family Farm Inc. or its appointee.

10. 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 Water's Edge Owners Association Inc. There shall be no commercial breeding of animals, fish or fowl. Water's Edge Owners Association Inc. may pass Rules and Regulations governing pets on lands designated as common areas and under the control of Water's Edge Owners Association Inc. No contravention of these Rules and Regulations shall be permitted.

11. 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.

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. 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 Greely Family Farm Inc., Water's Edge Owners Association Inc. or their assignees or successors.

14. 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 Greely Family Farm Inc., its successor or assigns, after making adequate provision for screening.

15. 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).

16. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that there is a 15 metres "No Touch/No Development" setback from the top of the Shield's Municipal Drain and the McEvoy Branch of the Shields Municipal Drain, on both sides.



17. Drilled Wells

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that wells shall be drilled in compliance with Ministry of Environment well regulations (Ontario Water Resources Act, R.R.O. 1990, Regulation 903, amended to 128/03, and any subsequent amendments), in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report and City Standards, to ensure long term water quality and well protection.

18. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that all wells in the residential portion of the site must be drilled to the Nepean aquifer through the installation of any such well through the existing limestone formation, and transition zone, extending to a depth of not less than sixty (60) metres below ground surface, or at least a minimum of four (4) metres into the sandstone layer, and that all such wells must be cased to isolate access to only the Nepean aquifer and cased and properly grouted in accordance with Ontario Regulation 903, as amended, and in accordance with Osgoode By-law 37-98.

19. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that all wells in the commercial portion of the site must be drilled to the Nepean aquifer through the installation of any such well through the existing limestone formation, and transition zone, extending to a depth of not less than seventy (70) metres below ground surface, or at least a minimum of ten (10) metres into the sandstone layer, and that all such wells must be cased to isolate access to only the Nepean aquifer and cased and properly grouted in accordance with Ontario Regulation 903, as amended, and in accordance with Osgoode By-law 37-98.

20. Construction and Grouting of the Well

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the construction and grouting of the well shall be inspected and certified by a qualified Professional Engineer or Professional Geologist, in accordance with the “Osgoode Well Compliance Program” (as per By-Law 37-98) and a well compliance certificate (containing the information set out below), signed by the Professional Engineer or Professional Geologist shall be provided to the Owner and the South Nation Conservation Authority. The well compliance certificate shall include:

- (a) Ministry of Environment well record, well number and global positioning system coordinates,
- (b) Standard subdivision water quality analysis results (including as minimum chloride, nitrites, nitrates, TKN, sodium, total coliform and e-coli), which will be used as baseline data for the performance evaluation of each phase prior to the registration of the next phase,
- (c) Qualifications of the on-site well inspector,
- (d) Detailed observations for annular space creation, well casing installation and the grouting type and procedure, and a statement that detailed observations indicates that the well was constructed in compliance with both Ministry of Environment and City Standards.

21. Wells – Steel Casing



The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that all wells shall have the steel casing set a minimum of 1.5m into the bedrock and the entire annular space filled with a suitable grout.

22. Well Construction and Certification

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the 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 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 all nitrogen species, sodium and chloride and the results shall be submitted to the City of Ottawa with the well certification. This certification is required prior to final inspection by the City to permit occupancy of buildings.

23. 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.

24. Water Quality Analysis

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised are to have a water quality analysis completed on a regular basis. The analysis shall include fluorides and septic effluent indicators (chlorides, nitrites, nitrates, TKN, total coliform, e-coli). Any readings which exceed acceptable values shall be reported to the City of Ottawa Medical Officer of Health for further evaluation and advice.

25. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised to perform a water quality analysis for fluoride, bacteria, indicator parameters (chlorides, nitrites, nitrates, TKN, turbidity, ammonia, sodium, total coliform, e-coli) and other health related parameters before connecting the water supply to the house plumbing.

26. Water Quality and Treatment Systems

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that some wells may exhibit elevated aesthetic parameters (hardness, iron, manganese, total dissolved solids, sodium, etc.). Some incrustation, taste and colour problems can be expected. It may be necessary to use treatment systems to improve water quality. Treatment by water softeners may increase the sodium content of the water. Persons on sodium restricted diets, including those with hypertension, should use a separate drinking water supply and should consult their physician for further advice on the use of the water if the sodium level in the drinking water exceeds 20mg/l.



27. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that the home water treatment systems utilized for improving home water quality must be inspected regularly in accordance with the manufactures recommendations.

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

29. Well Turbidity

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that new developed wells may encounter turbidity. High levels of turbidity may interfere with the effective operation of water treatment systems and efficient bacterial control. Wells must be properly developed before connection to the plumbing system.

30. Well Management Program

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised to follow a well management program to avoid any adverse impact on the groundwater. The guides entitled “How Well is Your Well” and “Water Well Best Management Practices” can be obtained from the City of Ottawa or the Rideau Valley Conservation Authority.

31. 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.

32. Groundwater Quality or Quantity

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that 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 groundwater becomes deficient, the City of Ottawa bears no responsibility, financial 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. – all nitrate species 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.

33. Groundwater Extraction

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that any operation involving groundwater extraction (groundwater source open loop heat pumps, etc.) within the Subdivision shall not be permitted unless a detailed assessment of the water demand on the overall aquifer, water quality impacts and quantity assessment is completed and accepted by the City of Ottawa.

34. Conserve Water during Extended Dry Periods



The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that although well interference problems have not been identified for this Subdivision, the Transferee is advised to conserve water during extended dry periods.

35. Well and Sewage System Installation

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.

36. Septic System Design

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that a site specific investigation will be required on each lot to determine septic system design requirements in accordance with Part 8 – Sewage Systems of the Ontario Building Code.

37. 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.

38. Septic System

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised to regularly inspect the septic system and to follow a septic management program to minimize the potential for contamination of groundwater by operation of the septic system. The guides entitled “Septic System Do’s and Don’t” and “Septic Smart Guide” should be consulted in this regard. The guides are available from the Ottawa Septic Systems Office.

39. Treatment Units

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that the Ontario Building Code allows for the installation of selected treatment units capable of producing secondary and tertiary septic effluent quality. Treatments units may benefit the Transferee, depending on site specific conditions, as the



associated leaching bed area will be smaller. Treatment units will reduce the nutrient and contaminant impact on the groundwater.

40. 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.

41. Swimming Pools or Any Accessory Buildings and/or Structures

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that due to the size of the lot (minimum of 2000 square meters) and that the lot will be serviced with a well and private sewage disposal 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.

42. Mail Delivery

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants 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.

43. School Accommodations

The Purchaser acknowledges that school accommodation problems exist in the Ottawa-Carleton District School Board 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.

44. Noise Assessment Study

The Purchaser acknowledges that the Noise Assessment Study has been completed and approved to the satisfaction of the City of Ottawa and the final approved study requires registering on title, warning clauses identified in this study.

45. Environmental Protection

No Transferee shall refrain from compliance with the following covenants:

- (a) Water's Edge Owners Association Inc., or Greely Family Farm Inc. 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 Greely Family Farm Inc., Water's Edge 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 Water's Edge 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 Water's Edge Owners Association Inc. 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 Water's Edge Owners Association Inc.

46. Lots 1 to 10, 30 to 33 and 56 to 57

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that:

(a) Purchasers of the above-noted units are advised that despite the inclusion of noise control measures within the building units, sound levels due to increasing road traffic on Bank Street (Highway 31) and/or Parkway Road may continue to be of concern, occasionally interfering with some activities of the dwelling occupants and that additional attenuation measures are not proposed

(b) Moreover, these dwelling units have been fitted with a forced air duct heating system suitably sized and designed to permit the future installation of central air conditioning by occupant. If desired by the owner/occupant to install central air conditioning, the outdoor unit must be located in a noise insensitive location in conformity with the Zoning By-law of the former Township of Osgoode. The final installation shall meet the Ministry of Environment and Energy criteria for the installation of Residential Air Conditions in Publication NPC-216.

(c) 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.

47. Lots _____

Purchasers are advised that they must maintain the fences as constructed along the boundary of property abutting City Parkland to the satisfaction of the City of Ottawa. The Purchaser agrees to include this clause in any future Purchases and Sale Agreements.

48. Terrain Analysis and Hydrogeological Study

The Owner agrees to develop each lot in accordance with the findings and recommendations of the Terrain Analysis and Hydrogeological Study – Greely Village Centre Subdivision – Part of Lot 73 and Part of lot 74, Registrar's Compiled Plan 902, Ottawa (Osgoode), Ontario prepared by John D. Paterson and Associates Ltd. (Report No. PH0145-REP.01, dated September 29, 2005; Report No. PH0145-REP.02, dated June 19, 2006; Report No. PH0145-04, dated December 08, 2006 and Report No. PH0145-REP.05, dated February 28, 2007), 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.

49. The owner shall implement the recommendations described in the “Terrain Analysis and Hydrogeological Study” (Report No. PH0145-REP.01, PH0145-REP.02, PH0145-04 and PH0145-REP.05) and the attached drawing.

50. Tree Saving Measures

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 Director, Planning and Infrastructure Approvals.

51. 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 Greely Family Farm Inc. 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 Greely Family Farm Inc. or its appointee.

52. 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 Greely Family Farm Inc. or its appointee.

53. 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.

54. 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.

55. 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.

56. 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.



57. 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.

58. Footings

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the footings of all buildings shall be constructed above the normal water table to prevent moisture problems in basements and to minimize the demand on the sump pump system.

59. 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.

60. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to 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 Professional Civil Engineer of Ontario Land Surveyor to the Director, Planning and Infrastructure Approvals for approval prior to the completion of the foundation walls.

61. 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 such 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.

62. 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.

63. 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.



64. 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.

65. 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, Greely Family Farm Inc. 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 Greely Family Farm Inc. 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 Greely Family Farm Inc. 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.

66. 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.

67. 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 Greely Family Farm Inc. to his building and sitting 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 66, shall be immediately applicable in favour of Greely Family Farm Inc., the vendor herein.

68. 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 Greely Family Farm Inc. or its appointee.

69. Driveway Location

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.

70. Roads



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 Greely Family Farm Inc. for the costs of any repairs necessitated by damage done by the purchaser or his agents.

71. Water's Edge Owners Association Inc.

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 Water's Edge 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 Water's Edge 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 Association 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.

72. 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.

73. 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 Water's Edge Design Review Guidelines, or a ruling of the Design Review Committee, or the rules, regulations, or bylaws of Water's Edge 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. Water's Edge Owners Association Inc. is deemed to be granted sufficient interest in title to the subject lands to register such notice.

74. Any of the obligations, rights and covenants of Greely Family Farm Inc. contained in these restrictions may be assigned to the Association and upon such assignment, the Association shall assume all obligations, rights and covenants of Greely Family Farm Inc. and perform the same as would be performed by Greely Family Farm Inc. and, without limiting the foregoing, to and including the issuance of any certificate of compliance to date with respect to these restrictions.

75. Greely Family Farm Inc. 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 Greely Family Farm Inc., or its assignee a substantial deviation from the general nature of the foregoing conditions.

76. 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.

77. 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 Greely Family Farm Inc. or the Water's Edge 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 Greely Family Farm Inc. or Water's Edge 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 Water's Edge Owners Association Inc.

78. 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.

79. 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.

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

x_____

PURCHASER

MAINTENANCE FEES

WATER'S EDGE OWNERS ASSOCIATION

Prospective purchasers have inquired about the potential amount of monthly levies for the maintenance of the amenities at Water's Edge.

It is questioned whether these fees are similar to condominium fees. Care should be taken to clarify this since there is a very great difference. Water's



Edge Owners Association fees are minimal compared to usual condominium fees.

Typical condominium fees include the cost of supply of water to each unit, insurance for fire and liability on all dwellings, repair and replacement of buildings, snow ploughing for streets, large heated buildings for common use and many other costs. Few of these expenses will be incurred by Water's Edge Owners Association.

Our amenities have an initial capital cost, which was paid by the developer, but reasonable maintenance requirements.

Our initial projections show that the amounts shown will be more than enough to provide the Association with a strong revenue base and ensure well-maintained facilities. The Owners Association has no power to borrow. The Water's Edge Owners Association is a non-profit corporation and great care has been taken to ensure that maintenance costs will be minimal and the Association will be managed using sound financial principles.



REQUEST FOR ACTION OR INFORMATION

WATER'S EDGE OWNERS' ASSOCIATION

To submit your request please copy this form into an e-mail, complete all details and e-mail to Watersedgeoa@gmail.com. **You must also attend the next Water's Edge Owners Association Board meeting to address issues directly.**

Date: _____

Name of Requester: _____

Address: _____

Phone Number: _____

Email Address: _____

1. Particulars of matter:

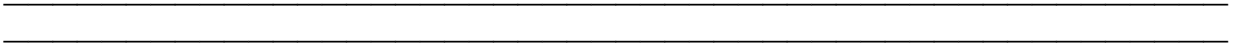
2. Proposed options:

3. Recommended solution:

4. I am available to assist Water's Edge Owners Association as follows:

5. (To be completed by Water's Edge Owners Association Board) Final action taken:





FREQUENTLY ASKED QUESTIONS (FAQs)

Once our houses have been built and we are living in our Water's Edge community, it is important that we all keep in mind the various rules which exist to protect our community and our respective investments. The following are examples of some of the more common questions that are asked by people in the community, together with answers to such questions as set out in the deed restrictions and covenants registered on title to our properties. While these answers are intended to provide some guidance, they do not replace the formal rules and, to the extent there is any discrepancy, the formal rules (of course) take precedence. Information about these rules and copies of these questions will be posted on the Sunset Lakes Developments website (www.sunsetlakes.ca).

Q1. I want to do some major landscaping work on my property this summer. Is there anything in particular that I should be aware of?

A1. Our community, like all newer subdivisions, has been engineered so as to ensure that the normal water run-off from our properties is such that it does not negatively impact our neighbours' ability to enjoy their properties. As a result, there are a few things to keep in mind:

- Changing the slope of your property is not permitted, especially if it alters the drainage pattern of the lands so as to impact on neighbours, etc.
- Ditches and swales are to be maintained (not filled in) and must be kept clear of debris so as to permit drainage. In addition, any major landscaping work requires written pre-approval from WEOA, especially if it involves any changes to existing elevations or the planting of hedges or building of any fences or other such structures. Plans must be submitted and designs approved before work begins.

Q2. We love our trees, but a few are dying and we want to cut them down and replace them. What are the rules?

A2. Our deeds actually require each of us to plant and maintain at least one tree on our front yards, within 2.5 metres from the street limit and at least 2.5 metres from the driveway. In addition, there are restrictions on the cutting down of trees. Specifically, no living tree greater than 4 inches in diameter can be cut down (except in relation to erection of a building or the installation of a septic system) without the consent of WEOA. As well, as indicated above, the use of trees as a "hedge" requires prior design approval by WEOA. Finally, there are specific restrictions on the planting of trees on waterfront properties.



Q3. We noticed that there are very few street lights in the subdivision. For safety and aesthetics, what are the rules regarding lighting?

A3. To improve safety in our community and to add to the aesthetic appeal, each of us is required to install and maintain two automatic photo-cell operated lawn lamps at the edge of the laneway and within 1.5 metres of the street limit.

Q4. We have lived here for a few years and it's time for some renovations. What do we need to do?

A4. To protect all of our investments, just as the original construction of our homes required design approval, so too does the construction of any improvement to the home or the grounds. Specifically, no addition (including shed or deck), fence (including hedge) or other structure can be erected on the lands without prior design approval of the WEOA design review committee, the general mandate of which is to ensure that the community continues to develop in a manner which will make all of us proud and will protect all of our investments. Plans (including specifications, elevations and exterior colours and materials) must be pre-approved and work must be completed in accordance with such plans.

Q5. We own waterfront property in the community. What are our rights and responsibilities?

A5. While the owners of property on the lakes and ponds in our community have a direct link to these bodies of water, it is important to remember that the lakes and ponds are an integral component of the community and important to all of us. This is one of the reasons that our community has implemented a "no pesticide" and "organic fertilizer only" policy (see below), so that the quality of our water can be maintained. It is also why there are certain restrictions in place in respect of development of the waterfront. Specifically:

- The waterfront itself cannot to be altered in any way without the consent of WEOA.
- No boathouses, docks or rafts are permitted without the consent of WEOA.



Q6. We have invested a lot of money and time first in building our home and now in its maintenance and upkeep. What rules exist to ensure that others must do the same?

A6. While everyone admittedly has a different idea of exactly what an "acceptable" standard is in terms of what our homes should look like and how we should maintain our properties, our deed restrictions give us a baseline and provide some guidance by specifying the following:

- No external television antennae are permitted.
- Satellite dishes must be adequately screened from view from road and neighbouring properties, and are not to be installed without prior consultation with and written approval of WEOA.
- No exterior clotheslines are permitted unless adequately screened.
- No signs, billboards or other advertising materials are permitted without prior WEOA approval.
- No house, gardens or grounds are to be left in an unsightly or untidy condition.
- Properties cannot be used for exterior storage.
- No vehicle of more than 1/2 ton capacity can be parked on the property, nor can any derelict vehicle, motor home, bus or commercial vehicle.
- No lawn and garden maintenance equipment, storage sheds or play structures are permitted on the front yard without written approval of WEOA.

Q7. My brother thinks our trails would be ideal for a "go-kart" type of all-terrain vehicle and wants to buy one for my son for his birthday. Is this permitted?

A7. For the safety of all who use the trails in the community, no unlicensed vehicles, all-terrain vehicles, snowmobiles, motorized trail bikes or motorized personal watercraft are permitted to be used in the community.

Q8. Much has been made about the environmental commitment in Water's Edge. Can you summarize what we can and cannot do?

A8. The Sunset Lakes Developments website provides guidance as to what can and cannot be used when we care for our lawns. As indicated above, we all share a concern as to the potential impact that the use of pesticides and non-organic fertilizers may have on the quality of the water in our lakes and ponds. In addition, there is considerable concern over the potential health impact the use of such products can have on our well-being, particularly on children and adults whose health is otherwise at risk. Regardless of the motivation, the rules provide that no fertilizer or lawn chemicals of any kind shall be applied to our properties, without the consent of WEOA. While WEOA has specifically given its consent to the use of organic fertilizers



and corn gluten, as outlined in the Sunset Lakes Developments website, all other products are prohibited.

Q9. We know we are required to pay an annual fee each year. Where do these funds go, what are they used for, and to whom do I pay the fee?

A9. The by-laws and covenants provide that the owner of each property within Water's Edge, regardless of whether there is a home yet built on the site, is required to pay an annual fee to WEOA. These fees, currently set at \$300 per year, are payable to Water's Edge Owners Association, and are due on January 1 in each year. The funds are used to permit the Association to maintain all of the components of our community (i.e. common areas, pathways, gardens and tennis courts) which are owned by the Association and which benefit all of us. These fees will also permit WEOA to create a reserve fund which is available to WEOA if the Association faces particular needs of a significant dollar cost.

Q10. How can we be sure that people take these rules seriously? What happens if someone is ignoring the rules? What sanctions exist?

A10. The community has adopted a process (see the Bylaw Compliance letter) to allow residents to bring forward concerns to the WEOA board for consideration. In fairness to all members of the board, concerns of this nature should be well-considered and brought forward in a formal way, either in writing (by using the form on the Sunset Lakes Developments website) or in person to a member of the board (and not informally in passing on the street or at the recreation facilities). If a formal concern is raised to WEOA by a homeowner, the concern will be considered by the board at its next monthly meeting.

If a homeowner is in breach of the rules, there may be a variety of reasons. If he or she is simply unaware of the rules, the WEOA board will assist in advising them of the rules so that they can comply in the future. If a homeowner is aware of the rules and/or, once informed by WEOA of the rules, chooses not to "fix" the breach, the WEOA board will determine to what extent enforcement of the rules are appropriate. Enforcement may range from a decision to not pursue the matter in any formal manner at one extreme, to a decision to institute legal action against the homeowner at the other.

Where a breach exists and is not fixed by the homeowner despite WEOA's requests, the WEOA file which is maintained for each of our properties will, for the property in breach, be updated to include a notation of such breach.



