

## Schedule C

### DEED RESTRICTIONS FOR FOREST LAKE ESTATES COVENANTS AND RESTRICTIONS

#### 1. Covenants

The following covenants shall be covenants running with the lands in Plan 4M-\_\_\_\_, namely the whole of Lots 1 – 72 and Blocks \_\_ to \_\_ inclusive as shown on Plan 4M-\_\_\_\_ attached hereto, for the benefit of the said lands within the plan of subdivision as shown on the plan attached hereto 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 Restrictions

Notwithstanding anything herein contained, no building, fence (including hedges), erection, or landscaping of any kind shall be erected on the said lands unless the plans, specifications and elevations including all exterior colours and materials shall first be submitted and approved in writing by 9287043 Canada Corporation 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 to 9287043 Canada Corporation, or its appointee, shall use its best efforts to provide a response within thirty (30) days after receipt by 9287043 Canada Corporation 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 9287043 Canada Corporation or its appointee.

#### 3. Access

9287043 Canada Corporation hereinafter referred to as 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.

#### 4. 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 9287043 Canada Corporation or its appointee. If remedial work is required to ensure that the grading plan for the subdivision is met, the owner hereby grants an access easement to the developer or the municipality to enter the lands and carry out works needed to establish proper drainage for the subdivision.
- (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, Conservation and Parks (MECP) 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 all sump lines must discharge to the roadside ditch and agrees that any sump lines located in the right of way, between the property line and the ditch are the sole responsibility of the property owner. In order to avoid damage to sump discharge lines the line shall either end immediately adjacent to the culvert or at the property line.
- (d) 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.
- (e) 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.

- (f) 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 or measures required to reinstate grades according to approved subdivision grading and drainage plans.
- (g) 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".
- (h) 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.

Purchasers are advised that they must maintain all fences in good repair, including those as constructed by 9287043 Canada Corporation along the boundary of this land, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements.

(i) Grading and Drainage

The design, location 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.

- (j) 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 9287043 Canada Corporation, or Forest Lake Estates Owners Association Inc., and the Purchaser agrees that in default thereof the City of Ottawa or 9287043 Canada Corporation 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 or recoverable from the owner or deposits held pursuant to this agreement or the subdivision agreement. The works referred to above shall include any or all of the following within the draft plan attached hereto:

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

- (k) 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.

5. The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not commence construction of any buildings unless,

- (a) a building permit has been issued;
- (b) all requirements with respect to road base granulars and first lift of asphalt have been carried out on the Roads on which the subject lot fronts;
- (c) the Road on which the subject lot fronts has been connected by Roads which are, at a minimum, at a similar stage of completion to the overall City Road Network; and
- (d) the whole or such portion of the mass earth moving or general grading deemed necessary by the General Manager, Planning, Infrastructure and Economic Development has been completed and approved.

6. The Purchaser for himself, his heirs, executors, administrators, successors and assigns acknowledges the following:

- (a) The subject lot may be subject to a \_\_\_\_\_ easement at the side or rear of the lot for the purpose of drainage. The purchaser acknowledges that within the easement the following shall be restricted; changing of the grade, installing improvements, landscaping or trees, dumping of waste materials including yard waste, building of structures and pools, without the written approval from the City of Ottawa and South Nation Conservation Authority.
- (b) Canada Post does not intend door to door mail delivery within the subdivision. It is anticipated that the mail delivery will be provided through a system of permanent community mail boxes.

- (c) That all promotional and other material including sketches, plans and drawings relating to the subdivision areas in the vicinity of the lands is of a conceptual nature only and that the Vendor may in future amend its plans from time to time in any manner whatsoever and may apply to re-zone land in the vicinity for any use including multiple housing, commercial, industrial or other land use. The Purchaser, as part of the consideration in this transaction, does hereby specifically acknowledge and agree to waive all rights under the Planning Act of Ontario, as amended, to object to subsequent development by 9287043 Canada Corporation, its successor or assigns, to any application for minor variance or for amendment to the Official Plan or Zoning By-Law or By-Laws of the local municipality and will not appeal any such amendment if passed.
- (d) In the event that the M plan has not been registered within 24 months of the date of acceptance of this agreement or such extended period as agreed to by the parties, either the Purchaser or the Vendor may terminate this agreement upon delivery of notice in writing to the other, upon receipt of which this agreement will become null and void and all deposit monies returned without interest.

**7. 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 Forest Lake Estates 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 Forest Lakes Estates 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 subject lands.

**8. Television Antenna, Clothes Lines**

All satellite dish antenna devices and exterior clotheslines shall be adequately screened from view from the roadways and adjoining properties and shall not be erected without prior consultation and written consent from 9287043 Canada Corporation or the Forest Lake Estates Owners Association Inc.

**9. Appearance**

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

- 10.** 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 9287043 Canada Corporation or the Forest Lake Estates Owners Association Inc., namely, lawn and garden maintenance equipment, storage sheds, play structures.

- 11.** 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 9287043 Canada Corporation or its appointee and pursuant to the Subdivision Agreement with the City of Ottawa.

**12. 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 9287043 Canada Corporation or its appointee.

**13. 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 Forest Lake Estates Owners Association Inc. There shall be no commercial breeding of animals, fish or fowl. Forest Lake Estates Owners Association Inc. may pass Rules and Regulations governing pets on lands designated as common areas and under the control of Forest Lake Estates Owners Association Inc. No contravention of these Rules and Regulations shall be permitted.

**14. Street Number**

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

**15. 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.

- 16.** 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 9287043 Canada Corporation, Forest Lake Estates Owners Association Inc. or their assignees or successors.

**17. 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 9287043 Canada Corporation, its successor or assigns, after making adequate provision for screening.

**18. 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).

**19. 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.

- 20.** The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to drill all wells to the lower formations through the limestone formation and that all such wells must be cased a minimum of 60m as per the approved Hydrogeological and Terrain Evaluation Report and property grouted in accordance with Ontario Regulation 903, as amended and supervised by a Professional Geoscientist or Professional Engineer, with experience in hydrogeology.

**21. Construction and Grouting of the Well**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that all wells are to be drilled wells with casings set into the bedrock and the entire annular space filled with grout. Dug wells and sand points shall not be permitted. 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 Ontario Regulation 903 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.

**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, dated October 27, 2022 (R03) and prepared by GEMTEC Consulting Engineers and Scientists Limited 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.

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 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.

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 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 Notices on Title shall be included in all future Agreements of Purchase and Sale and Deeds, in accordance with the Subdivision Agreement, that existing wells on the site, including test wells that will not be utilized for potable water supply or monitoring in the future, shall be abandoned in accordance with well regulations (Ontario Water Resources Act, R.R.O. 1990, Regulation 903, and any subsequent amendments) at no cost to the City.

**24. Water Quality Analysis**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised 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. Where requested the owner will provide reasonable access to 9287043 Canada Corporation or Forest Lake Estates Owners Association Inc. (FLEOAI) for obtaining water samples to conduct such testing.

**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.

**27.** 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 such as hypertension, etc. discuss this matter with their family physician prior to accepting an offer of purchase.

**28.** The purchaser acknowledges that they have been advised that the water supply may exhibit some exceedances of parameters and that some treatment, with maintenance, all at the cost to the owner, may be required and that some exceedances may still exist.

**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 purchaser acknowledges that they have been advised that the water supply should be tested regularly for bacterial, chemical and other pollutants; that a well management program should be followed to try to avoid any impact on the groundwater; and that the guides "How Well is Your Well" and "Water Best Management Practices" (available from the City of Ottawa and/or Landowner Resource Centre) should be consulted.

**31.** The Purchaser/Owner will provide well samples 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 City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions to the deficiency; such solutions being the sole responsibility of the homeowner.

**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.) has not been approved as part of the development.

**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;
- (c) The Report prepared by GEMTEC Consulting Engineers and Scientists Limited titled "Hydrogeological Investigation and Terrain Analysis Consolidated Report" 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 and the covenants.

**36.** Homeowners shall regularly inspect their septic systems and shall follow a septic management program to avoid any impacts to surface- or groundwater from septic effluent migration. The guides "Septic System Do's and Don'ts" and "Septic Smart Guide" can be obtained from the Ottawa Septic System Office and the Landowners Resource Centre.

**37. Installation of a Swimming Pool or Any Accessory Buildings and/or Structure**

The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of pool installation on any individual lot. The owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development of the City of Ottawa prior to undertaking any grading alterations.

**38. 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.

**39. School Accommodations**

The Purchaser acknowledges that school accommodation pressure exist in the Ottawa-Carleton District School Board designated to service this development, 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.

**40. Active Lighted Sports, Recreation and Leisure Facilities**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have

- (a) active hard surface and soft surface recreational facilities;
- (b) active lighted sports fields;
- (c) recreation and leisure facilities;
- (d) potential community centre;
- (e) library
- (f) day care
- (g) other potential public buildings/facilities

**41.** The transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.

**42. Environmental Protection**

No Transferee shall refrain from compliance with the following covenants:

- (a) Forest Lake Estates Owners Association Inc., or 9287043 Canada Corporation 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 9287043 Canada Corporation, Forest Lake Estates 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 Forest Lake Estates 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 9287043 Canada Corporation or the Forest Lake Estates 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 Forest Lake Estates Owners Association Inc.

**43. Terrain Analysis and Hydrogeological Study**

The Owner agrees to develop each lot in accordance with the findings and recommendations of the Hydrogeological Investigation and Terrain Analysis Final Consolidated Report, Proposed Residential Subdivision, Emerald Woods Subdivision, Greely, Ontario Forest Lake Estates Subdivision - Part of Lot 9, Concession 5, Geographic Township of Osgoode, Ottawa (Greely), Ontario prepared by GEMTEC (Project No 100554.001), dated October 27, 2022 (R03) 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.

**44.** The owner shall implement the recommendations described in the "Hydrogeological Study and Terrain Analysis" (Project No. 100554.001).

**45. Environmental Impact Statement and Tree Planting and Conservation Plan**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a detailed tree conservation plan has been included in the Environmental Impact Statement prepared by GEMTEC Consulting Engineers, Final Report dated October 28, 2022 (V04). Further, the Transferee agrees to develop each lot in accordance with the findings and recommendations of the detailed Environmental Impact Statement and to implement the specific tree saving measures contained in the report prepared by GEMTEC Consulting Engineers dated October 28, 2022, applicable to the lot they are purchasing, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development of the City of Ottawa.

The Transferee further acknowledges being advised that for each lot the Transferee shall submit to the City for approval by the General Manager, Planning, Infrastructure and Economic Development a detailed site plan / grading plan with any building permit application. The Transferee agrees that no tree in excess of 10 centimetres in diameter can be removed after construction of the home except for the driveway, septic system and outdoor living area.

**46.** The Owner or the Owner's successor(s) acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the detailed Environmental Impact Statement and Tree Conservation Report prepared by GEMTEC Consulting Engineers dated October 27, 2022.

- (a) Retained trees between the rear drainage swale and the building envelope will generally be six (6) metres in width, as shown on Grading Plan Drawings by ARK Engineering.
- (b) No tree in excess of 10 cm dbh can be removed except for the footprint of the home, driveway, septic and living area (yards).

(c) Native plantings will be placed adjacent to the retained vegetation at the rear of each lot once the lot servicing is completed. Non-native species are not to be planted.

(d) Bands of trees are to be protected with sturdy fencing installed a distance of ten times the trunk diameter from the trunk.

(e) No grading activities that may cause soil compaction such as heavy machinery and stockpiling of material are permitted within the fencing, or grade raises, or digging.

(f) If any roots are exposed during site alterations, the roots shall be immediately reburied with soil or covered with filter cloth to keep moist until roots can be buried permanently.

(g) No tree or shrub removal will occur between April 15<sup>th</sup> and August 15<sup>th</sup>, unless a breeding bird survey is conducted within 5 days to identify no active nests are in the trees and shrubs.

(h) Effective sediment and erosion control measures are to be maintained until complete re-vegetation of disturbed areas is achieved.

(i) Any tree and shrub plantings are to be monitored and any dead or dying material is to be replaced.

(j) Tree planting in proximity to buildings will be in accordance with the approved landscaping / streetscaping plan, geotechnical report and the City of Ottawa's "Trees and Foundation Strategy in Areas of Sensitive Marine Clay" policy, where applicable.

(k) The purchaser acknowledges that the possibility of the presence of lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing.

(l) the Owner acknowledges that special soils conditions may exist on this lot which will require. (This condition will be removed for registration if pool limitations are not required):

(i) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring and additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool;

and

(ii) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Real Estate and Economic Development Department at the time of the application for the pool enclosure or additional building permit.

The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Real Estate and Economic Development Department.

**47.** Purchasers are advised of the following.

(a) The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that trees must be preserved and planted as required to maintain or create a minimum of 20% tree canopy coverage (at maturity) for the developable portion (front) of the lot. A list of suitable trees includes Red Oak, Bur Oak, American Basswood, Red Maple, Sugar Maple, White Cedar, Balsam Fir and Trembling Aspen. Replanting of Ash trees should be avoided due to potential future damage from the Emerald Ash Borer.

(b) The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the rear portion of the lot is identified in the registered easement and by registered survey and zoning bylaw. This portion of the lot (as shown in Figure 1 of the Tree Planting and Conservation Plan) is to remain fully tree covered, except where there is an approved water retention feature (pond). The owner, his successors and assigns agrees not to remove any trees without the written consent of 9287043 Canada Corporation or Forest Lake Estates Owners Association and to plant new replacement trees from the list set out below or in accordance with the approved Environmental Impact Statement.

**48.** The Owner or the Owner's successor(s) agrees to develop each lot in accordance with the findings and recommendations of the detailed Tree Conservation Report and to inform future Purchasers regarding their obligation to implement the specific tree saving measures applicable to the lot they are purchasing.

**49. Tree Conservation**

(a) The transferee of any lot or block within the plan of subdivision for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that a tree vegetation and pond preservation buffer zone is located on the subject lands. The transferee further acknowledges being advised that within this tree vegetation and pond preservation zone, the buffer shall be allowed to naturalize even in areas where there are no existing trees and that there shall be no:

- Removal of trees, shrubs, grasses or ground cover plants;
- Removal of dead trees or wood, unless hazardous;
- Alteration to the soils or natural surface materials;
- Storage of any kind;
- Permanent or temporary buildings, structures or patios;
- Dumping of garden waste or other materials;
- Use of pesticides or herbicides, grass cutting or tree and shrub pruning; and
- Planting of trees shrubs or groundcover except those recommended in the Environmental Impact Statement by GEMTEC dated October 28, 2022.

(b) Further and in addition to the covenant, a conservation easement will be granted to the owner's association, a non-profit corporation with authority to educate owners and permit lawful measures for the enforcement in the area identified in the reference plan of survey for the benefit of all members of the association.

(c) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the rear portion of the lot is subject to tree preservation requirements pursuant to the registered survey, zoning bylaw and registered easement. In addition they must preserve and plant as required to create (at maturity) a minimum of 20% tree canopy coverage for the developable .2ha front portion of the lot.

50. The purchaser acknowledges that they have been advised that tree cover is required to be provided and maintained/replenished in perpetuity according to the provisions, and in the area specified by the tree conservation easement registered on title.
51. **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 9287043 Canada Corporation or its appointee.
52. **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.
53. **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.
54. **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.
55. **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.
56. **Security Deposit**
- The vendor shall collect on closing a security deposit of approximately \$7,500.00 (or such amount as specified by the City of Ottawa in the subdivision agreement for individual security for works on private property) until completion of the installation of the culvert and all grading works and tree planting. The deposit will be refunded to landowner upon final release of the developer under the subdivision agreement. In the event that the landowner 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.
57. **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.
58. 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.
59. 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.
60. **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.
- The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa.
61. **Purchaser Remediation of Lot Grade Compliance**
- 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.
- The Purchaser acknowledges being advised that the final lot grading inspection is required by the City of Ottawa before the sod, and/or grass seed is placed.
- The owner further acknowledges that the survey lot grading stakes are required to be installed before the City of Ottawa completes the final lot grading inspection.

- 62.** The Purchaser for himself, his heirs, executors, administrators, successors and assigns covenants and agrees with the Vendor to execute any reasonable grant or grants of easement over or under the lands herein required by any local municipal authority or public utility or 9287043 Canada Corporation during a period of five years from the date of closing. This covenant shall not merge with the closing of this transaction.
- The Purchaser acknowledges being advised that there is a roadside ditch along the frontage of the property that is used for public and private stormwater management. Stormwater management may include drainage, conveyance, storage, and treatment of stormwater.
- The Owner further acknowledges that the roadside ditch shall not be altered and that the owner will be responsible for general maintenance of the ditch in compliance of the City of Ottawa's Use and Care of Roads By-Law.
- Such general maintenance shall include, but may not be limited to:
- a. The cleaning and structural repair of the Private Approach & City of Ottawa approved private culverts within the City's roadside ditch.
  - b. The cleaning and grass cutting of the City's roadside ditch.
- 63.** The Purchaser for himself, his heirs, executors, administrators, successors and assigns acknowledges the following:
- (a) That at the time of closing, roads may not have base course asphalt and landscaping may not have been completed. The Vendor shall complete any such paving and landscaping after closing in accordance with its schedule of work from time to time, weather and any other conditions permitting.
  - (b) That landscaping, grading, slope and drainage plans may be altered by the Vendor at its discretion at any time.
  - (c) The parties acknowledge that the subject development is a rural village plan of subdivision and that the grading and drainage design is based upon a compilation of information some of which may not be completely accurate and other factors. In implementing the grading and drainage design consideration shall be given to the accommodation of a variety of methods of home construction and grading, the possibility of actual field information being different from information available at the time of the subdivision design and a variety of other factors. Where discrepancies arise the matters may be referred to the civil engineering firm which prepared the subdivision design or a qualified civil engineer designated by the subdivision developer and the decision of such engineer shall be binding upon the parties.
  - (d) That no motorized watercraft of any kind, remote control or otherwise is permitted in the lake(s) identified as Block(s) on the draft plan attached hereto, except by 9287043 Canada Corporation, the Owner's Association or their appointees for maintenance, weed removal or other activities as determined by the Board of Directors in its sole discretion.
- 64. As-Built**
- The Owner acknowledges and agrees to submit an as-built grading plan showing actual ground elevations to geodetic datum at front, rear and side of house, driveways at edge of pavement 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 professional Civil Engineer or Ontario Land Surveyor. The Owner acknowledges and agrees to have a Civil Engineer licensed in the Province of Ontario or an Ontario Land Surveyor certify that the final lot grading is within 0.2 metres of the approved grades on the grading and drainage plan.
- The Owner acknowledges and agrees to have a Civil Engineer licensed in the Province of Ontario 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 engineer or Ontario land Surveyor to the General Manager, Planning, Infrastructure and Economic Development for approval prior to the completion of the foundation walls.
- 65. Roof Leaders and Sump Pump Hoses**
- The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to direct roof leaders, sump pump outlet and infiltration areas to a sufficiently large pervious area or where specified designated infiltration mechanism, all of which shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
- 66.** The Owner acknowledges to install a complete sump pump system which conforms to the City of Ottawa Sewer Design Guidelines, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees this will include but not be limited to:
- a. CSA approved sump pump with check valve,
  - b. Design for 200% anticipated flow and maximum head,
  - c. Covered sump pit,
  - d. Backwater valve,
  - e. Back up pump and power supply.
- 67.** The Owner acknowledges and agrees the costs for the sump pump systems including back- up system and installation are the responsibility of the owner while the costs for the maintenance and operation of the system (including back up) and eaves trough discharge will be the responsibility of the homeowner. These conditions will be included, as part of the planning approval and notice will be required within the purchase and sale agreement, as well as registered on title.
- 68.** The Owner acknowledges and agrees only the perimeter foundation drainage system will be connected to the sump pit and agrees the sump pump system shall discharge to the storm sewer.
- 69.** The Owner acknowledges and agrees to include statements in all offers of purchase and sale agreements for all lots, and register separately against the title wording acceptable to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, advising the home is to be equipped with a sump pump and advising guidelines for its use and maintenance.

**70.** The Owner acknowledges and agrees that all sump pump systems including back-up system must be inspected and maintained regularly in accordance with the manufacturer's recommendations.

**71. 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, 9287043 Canada Corporation 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 9287043 Canada Corporation. 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 9287043 Canada Corporation 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.

**72. 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.

**73. 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 9287043 Canada Corporation to his building and siting plans within 48 months from the date of the registration of the purchaser's conveyance, then the rights and terms of repurchase referred to above, paragraph 66, shall be immediately applicable in favour of 9287043 Canada Corporation, the vendor herein.

**74. 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 9287043 Canada Corporation or its appointee.

**75. 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.

**76.** The purchaser of any lot or block hereby acknowledges being advised of:

- (a) An approved composite utility plan showing the proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot.
- (b) Approved Subdivision Plans showing specific site and landscaping design, engineering details, and constraints to development.
- (c) The proposed driveway location.
- (e) The proposed grading and drainage plan for the lot or block and understands that it is the responsibility of the purchaser to maintain the proposed drainage patterns.
- (f) The approved Official Plan designation for the Subdivision.

The purchaser further acknowledges that the information he has been advised of and described above is subject to change through the City's approval process.

**77. 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 9287043 Canada Corporation for the costs of any repairs necessitated by damage done by the purchaser or his agents.

**78. Hydro One Networks Inc.**

The Transferee for himself, his heirs, executors, administrators, successors and assigns hereby acknowledges and agrees that the development of the lands upon which this development has been constructed, will be undertaken and completed in accordance with any requirements that may be imposed from time to time by any Governmental Authorities, and that the proximity of this Development to facilities, installations and/or equipment owned and/or operated by HONI may result in noise, vibration, electromagnetic interference and stray current transmissions (hereinafter collectively referred to as the "Interferences") to this Development, and despite the inclusion of control features within this Development, Interferences from the aforementioned sources may, occasionally interfere with some activities of the occupants in this Development. In addition, it is expressly acknowledged and agreed that HONI does not, and will not, accept any responsibility or liability for any of the Interferences in respect of this Development and/or its occupants. Furthermore, there may be alterations and/or expansions by

HONI to its facilities and/or transformer station which may temporarily affect the living environment of the residents notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Development. HONI will not be responsible for any complaints or claims of any kind howsoever arising from use, expansion and/or alterations of such facilities and/or operations on, over or under its transformer station. Furthermore, each purchaser acknowledges and agrees that an electro-magnetic, stray current and noise-warning/vibration clause similar to the foregoing shall be inserted into

any succeeding or subsequent sales agreement, lease or sublease, and that this requirement shall be binding not only on the Purchaser hereunder but also upon the Purchaser's respective heirs, estate trustees, successors and permitted assigns, and shall not cease or terminate on the closing of this purchase and sale transaction with the Vendor/Declarant.

**79. Forest Lake Estates 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 Forest Lake Estates 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 Forest Lake Estates 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 charge, notice, order or lien against title to any owner who is in default of payment of any assessment or arrears for more than 30 days. No owner shall take any action to apply for removal of such charge, notice, order or 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 charge, notice, order or lien pursuant to covenant 76 herein, and, shall refrain from any objection to the charge, notice, order or lien until the outstanding account is paid in full.
  - (v) The Transferee, for himself, executors, administrators, successors and assigns, covenants and agrees being advised that he/she shall become a party to the Homeowners' Association and that upon establishment of such Association, the stormwater management pond shall be conveyed to the Homeowners' Association by registered easement on title and shall become the sole responsibility of the Homeowners' Association for the purpose of stewardship, maintenance and liability.

**80.** The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects and to protect, enhance or restore any of the existing or natural environment, through the preparation of any stormwater management reports, as required by the City. All reports are to be approved by the General Manager, Planning, Infrastructure and Economic Development prior to the commencement of any Works.

The Owner agrees that the responsibility of the maintenance of the stormwater management ponds shall be transferred at such time as the establishment of the Owner's Association.

**81.** The Owner agrees to prepare a Stormwater Management and Pond Design Brief for the subdivision and describe how it is to be implemented in accordance with current Stormwater Management Best Management Practices to the satisfaction of South Nation Conservation. The final version of the report will ensure that the entire stormwater management plan is designed according to, and is consistent with the most recent version of MOE Stormwater Management and Design Manual. Quantity treatment should have pre and post development values equalled; and quality treatment should reach a minimum of 80% Total Suspended Solids removal

The Owner and Forest Lake Estates Owners Association Inc. (FLEOAI), acknowledges and agrees that Forest Lake Estates Owners Association Inc., the Owner's Association, shall maintain the stormwater management pond in accordance with the recommendations of the Stormwater Management Plan and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

**82.** The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that he/she shall become a member of Forest Lake Estates Owners Association Inc.

**83.** All decisions with respect to the timing, design, location, construction and material selection of amenities noted above will be at the sole and absolute discretion of the developer. The agreement of purchase and sale between the purchaser and the vendor/developer provides consideration from the purchaser to the vendor for the lot only. While 9287043 Canada Corporation may install improvements for the benefit of Forest Lake Estates Owners Association Inc. (FLEOAI), 9287043 Canada Corporation will have no contractual obligations to individual purchasers or Forest Lake Estates Owners Association Inc. (FLEOAI) with respect to the proposed private recreational facilities if any. Following the transfer of the facilities, the developer will assign the applicable warranties of all contractors and sub-contractors which Forest Lake Estates Owners Association Inc. (FLEOAI) may elect to enforce, however there will be no warranty

whatsoever given by the developer with respect to lands, improvements, fixtures or personal property that is ultimately transferred to Forest Lake Estates Owners Association Inc. (FLEOAI).

**84. 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.

**85. 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 Forest Lake Estates Design Review Guidelines or a ruling of the Design Review Committee or the rules, regulations, or bylaws of Forest Lake Estates 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. Forest Lake Estates Owners Association Inc. is deemed to be granted sufficient interest in title to the subject lands to register such notice.

- 86.** Any of the obligations, rights and covenants of 9287043 Canada Corporation contained in these restrictions may be assigned to the Association and upon such assignment, the Association shall assume all obligations, rights and covenants of 9287043 Canada Corporation and perform the same as would be performed by 9287043 Canada Corporation and, without limiting the foregoing, to and including the issuance of any certificate of compliance to date with respect to these restrictions.
- 87.** 9287043 Canada Corporation 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 9287043 Canada Corporation, or its assignee a substantial deviation from the general nature of the foregoing conditions.
- 88.** 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.
- 89.** 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 9287043 Canada Corporation or the Forest Lake Estates Owners Association Inc. (hereinafter the "Association") as the true and lawful attorney of the Owner with power of substitution in the name of the Owner to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as 9287043 Canada Corporation or the Association, in its sole discretion, considers necessary to exercise any of its rights and remedies hereunder, and to do all acts or things necessary including the registration of a charge, notice, order or lien on the Owner's title to the subject property for any outstanding amount owing to the Association, including but not limited to any default of payment of fees, due to the Association and for the costs associated with remedying any contravention of the Association rules or covenants herein.
- 90.** The Owner, for himself, his heirs, executors, administrators, successors and assigns (hereinafter the "Owner") hereby acknowledges that they have been directed to the information in the Homeowners Awareness Package as provided in the link below.  
<http://www.sunsetlakes.ca/important-information/rural-living-matters>
- 91.** 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.
- 92.** 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

x \_\_\_\_\_

PURCHASER