

Agreement of Purchase and Sale

The undersigned _____ (Purchaser),
 and _____ (Purchaser)
 having inspected the real property, hereby offers to purchase from
9287043 CANADA CORPORATION (FOREST LAKE ESTATES) (Vendor),
 all and singular the premises being lot ____ on the Plan 4M-1782, known
 municipally as _____, Greely, Ontario, attached hereto as
 Schedule M (herein called “the real property”) for the price of _____
 _____ (\$_____ .00) payable as follows:
 (a) By deposit received by the Vendor \$_____
 (b) The balance of the purchase price being approximately \$_____ .00
 shall be payable by Cash or Certified Cheque on date of closing subject to
 usual adjustments. The closing will occur on _____.

Schedules “A”, “B”, “C”, “D”, “CUP”, “DE”, “G”, “M”, “PO” and “T” attached
 hereto form part of this agreement.

IN WITNESS WHEREOF the Purchaser has set his hand and seal and has read and understood the agreement
 and having received a true copy of it this _____ day of _____, _____.

_____ x _____ Dated: _____
 Witness d/m/y
 Purchaser: _____
 _____ x _____ Dated: _____
 Witness d/m/y
 Purchaser: _____

 Address
 _____ () _____
 City Postal Code Phone

IN WITNESS WHEREOF the Vendor has set affixed its corporate seal under the hand of its authorized signing
 officer this _____ day of _____, _____.

9287043 CANADA CORPORATION
 Per authorized signing officer
 1280 Fox Valley Road
 Greely, ON
 K4P 0H1

Initials

SCHEDULE A

9287043 CANADA CORPORATION
1280 Fox Valley Road
Greely, ON
K4P 0H1
Tel: (613) 860-1100

Purchaser's Solicitor: _____

Address: _____

Telephone No.: _____ Fax: _____

Email: _____

Purchaser(s)'s name(s) for Transfer/Deed: _____

Date of Birth: _____

Purchaser(s)'s Address: _____

Telephone No.: _____

Email: _____

The Purchaser acknowledges that he or she has been advised of the following:

- a) The Purchaser is instructed to obtain independent legal advice prior to signing this agreement and to obtain independent legal representation with respect to the closing of the transaction;

SCHEDULE B

PART 1: GENERAL TERMS

1. The Purchaser is to be allowed 30 days from the date on which this Agreement becomes unconditional to examine the title at his expense. If, within that time, any valid objection to the title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void, and the deposit shall be returned by the Vendor without interest and he and his Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property.
2. The Purchaser shall within the time limited for requisitions on title notify the Vendor of any objections which the Purchaser may have as to the description of the property, or if the description previously used is not in a form acceptable by the Land Registrar for registration of the documents in this transaction. In the event of any such valid objection, the Vendor shall provide at his expense a description of the real property in a form that complies with the requirements of the appropriate statute and regulations.
3. Mortgage Interest, Taxes, Local Improvement Rates, to be apportioned and allowed to date above fixed for completion of the sale.
4. This offer, when accepted, shall constitute a binding contract of purchase and sale and time shall in all respects be of the essence.
5. In the event that a discharge of mortgage or charge, which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser for himself, his heirs, executors, administrators, successors and assigns agrees that he will close the transaction upon production to him of a personal undertaking from the Vendor's solicitor to obtain and register a discharge or cessation of the charge within a reasonable time after closing.
6. THE VENDOR WARRANTS that the Vendor and all Grantors who will make conveyance herein are and will be on the day of closing residents of Canada and the Vendor shall supply adequate evidence thereof at or before closing or, in the alternative, evidence that the provisions of the Canadian Income Tax Act regarding payment to nonresidents shall be complied with at or before closing and the Purchaser agrees that if he is a nonresident of Canada at the time of the completion of the within Agreement of Purchase and Sale that he will pay such tax as may be levied and imposed from time to time under The Land Transfer Tax Act (Ontario) applicable to nonresident purchasers.
7. Deed or transfer to be prepared by the Vendor's solicitor at the usual cost for preparation by solicitors in Ottawa plus H.S.T. payable by the Purchaser on closing, and the registration thereof shall be at the cost of the Purchaser and any mortgage or charge to be given back by the Purchaser to the Vendor shall be prepared at the cost of the Purchaser by the Vendor's solicitor and the Purchaser shall pay for the registration thereof and for any Execution certificate. The deed or transfer and mortgage or charge are to be on the usual forms.
8. The Purchaser shall provide to the Vendor satisfactory evidence of his or her date of birth, or in the case of a Corporation, a certificate signed by an Officer over the Corporate Seal authorizing on its behalf the document signatures.
9. The Deed or Transfer shall contain, or shall be subject to, such covenants and restrictions as the Vendor shall require in order to comply with the provisions of any Subdivision or other Agreement entered into by the Vendor, or any predecessor, with the relevant municipality or municipalities. Title shall

also be subject to the restrictive covenants set out in Schedule C, which shall be registered against the real property by an Application to Annex Restrictive Covenants, and to notice of the Block 45 Shared Amenities and Community Agreement. The Purchaser agrees to sign, as covenantor, the Application to Annex Restrictive Covenants and any acknowledgement and direction or consent reasonably required for its registration and for the registration of notice of the Block 45 Shared Amenities and Community Agreement against the real property, and this covenant shall not merge on closing. The Purchaser agrees to notify the Vendor's Solicitor as to the manner in which the Purchaser will be taking title. If the Purchaser fails to give such notification, the Vendor's solicitor shall be entitled to draw the Transfer to the Purchaser as described in Schedule A hereof and if there be more than one Purchaser, the Transfer will show them as Joint Tenants.

10. Notices and Communications. In addition to any provision contained herein and in any Schedule hereto, this offer, any counteroffer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, or at a later date, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original. Any notice or communication under this agreement, including acceptance may be transmitted to the parties' solicitors through post, hand delivery, courier, email (only deemed to have been delivered if receipt of the email has been acknowledged) or facsimile.

Email Address for delivery of documents to Vendor: sunsetlakes@rogers.com

Email Address for delivery of documents to Purchaser: _____

11. Notwithstanding any terms or conditions outlined in the printed portion herein, any provisions written or typed into this Offer shall be the true terms and shall supersede the printed portion in respect to the parts affected thereby. This Agreement shall constitute the entire Agreement between Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context. Title will be subject to restrictive covenants set out in Schedule C. It is understood that modifications to Schedule B and C may be required to satisfy the Land Registry Office. The Purchaser agrees to accept such modified documents provided they are generally consistent with the terms of Schedules B and C.

12. The heirs, executors, administrators, successors, assigns and guarantors of the undersigned are bound by the terms hereof.

13. Notwithstanding anything contained in this Agreement, including any Addendum hereto, as to payment of property taxes, the Purchaser acknowledges that he is responsible for ensuring that the real property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appeal or otherwise in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the real property.

14. In the event that the closing should be delayed by reason of strikes, lockouts, fire, the elements, riot, war, unusual delay by common carriers, or unavoidable casualties, or by any other cause of any kind whatsoever, the Vendor shall be permitted a postponement or postponements of the date of closing not exceeding a total of eight months. If the Vendor is unable to close within the extended time and the parties do not agree to a further extension, the deposit shall be returned to the Purchaser without interest and the

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contract shall be at an end, and the Vendor shall not be liable to the Purchaser for any damages.

15. It is hereby understood and agreed between the Vendor and the Purchaser that the Purchaser cannot assign this Agreement or any part or parts thereof without the prior written consent of the Vendor to such assignment, which consent can be arbitrarily withheld. It is further understood and agreed that unless the Vendor has previously consented to an Assignment by the Purchaser of the within Agreement, or any part or parts thereof, the Vendor will not be required to comply with a Direction delivered to it on the completion of the transaction directing it to convey the land to a person, persons or corporation other than the Purchaser.

16. Time is in all respects the essence of this Agreement provided that if the date of closing falls on a Saturday, Sunday or holiday the closing will take place on the first day thereafter that is not a Saturday, Sunday or holiday.

17. This Agreement when executed by the Purchaser constitutes an offer to purchase irrevocable for a period of ten days from the date of execution and upon acceptance by the Vendor shall constitute a binding Agreement of Purchase and Sale.

18. The parties hereby waive personal tender and agree that tender shall be validly and effectively made if the tendering party shall attend at the Registry Office in which title to the real property is recorded at 3:00 p.m. on the date of final closing and for a period of one half hour is ready, willing and able to close. Alternatively, tender may be validly and effectively made upon the designated Solicitors for the party being tendered. Payment may be made or tendered by certified cheque drawn on any Canadian chartered bank, Caisse Populaire, Credit Union or Trust Company.

19. This Agreement is subject to compliance by the Vendor with the provisions of the Planning Act of Ontario as amended from time to time, and in particular, Section 50 thereof. If the Vendor is unable or unwilling to comply with the said Act, this Agreement shall be null and void and the deposit shall be returned to the Purchaser without interest or penalty and the vendor shall not be liable to the purchaser for any damages for failure to complete the transaction.

20. Provided title is good and free from all encumbrances except as aforesaid and except as to any registered rights of way or other registered easements, registered restrictions or covenants that run with the land, provided that such are complied with, the Purchaser is not to call for production of any title Deed, abstract or other evidence of title except as are in the possession of the Vendor.

21. Provided also that the transfer of the Real Property and/or the register of the parcel shall contain such easements and agreements as may be required for utility purposes, including but not limited to easement and/or maintenance agreements with Bell Canada, Ontario Hydro, Rogers Cablevision and Enbridge Consumer's Gas or like utilities. The Purchaser agrees that such easements or agreement shall not constitute a valid objection to title to the Real Property.

22. The Purchaser for himself, his heirs, executors, administrators, successors and assigns is aware and agrees to accept title to the property subject to subdivision agreements or other development agreements with City of Ottawa or other such authority and such agreements will remain on registered title to the property and that the Vendor shall not be required to answer requisitions made in this regard.

23. The Purchaser for himself, his heirs, executors, administrators, successors and assigns agrees that the Vendor shall not be obligated on closing or thereafter to obtain releases of such subdivision or other development agreements provided that same have been complied with. The purchaser shall satisfy himself that the said subdivision or other development agreements have been complied with as of the closing date.

24. The Purchaser for himself, his heirs, executors, administrators, successors and assigns shall be responsible for payments of any Goods and Services Tax and Harmonized Sales Tax in addition to the purchase price which shall be collected by the Vendor on closing or the Purchaser will provide a G.S.T./H.S.T. registration number and indemnity to the Vendor for any G.S.T./H.S.T. assessed. The Purchaser shall be responsible for obtaining any applicable rebate of such taxes. The Purchaser will also accept title subject to any registered agreement, notice or charge, which may require the owner, at the time of application for a building permit to pay, then applicable, Regional Development charges, municipal development charges, charges or lot levies for any school board and the Purchaser will assume full responsibility for payment of these obligations.

25. The Purchaser for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that there are now or will be covenants and restrictions (which covenants and restrictions may include the power to waive or vary) on residential lands which will run with the lands, including those substantially in the same form as set out in Schedule "C" attached hereto. The Purchaser further acknowledges that on registration of the transfer to the Purchaser, the Purchaser becomes a member of Forest Lake Estates Owners Association Inc. (the "Association") in accordance with the Block 45 Shared Amenities and Community Agreement, without the need to sign any further document, and that the covenants and restrictions attached as Schedule "C" may be amended by the Vendor, or additional covenants or acknowledgements may be added as a result of the subdivision approval process or the requirements of the Land Registry Office, provided same do not materially and adversely affect the land value, prior to closing. The Purchaser shall satisfy himself as to the due compliance with any such covenants and restrictions. The Purchaser shall pay the registration fee applicable to the registration of the covenants and restrictions against the real property.

26. Each person who signs the agreement as Guarantor agrees with the Vendor, as principal debtor and not as surety, to pay the sums required under the agreement and to observe and perform all other obligations of the purchaser under the agreement. Each Guarantor, if there is more than one, will be jointly and individually liable with the Purchaser and with each other for complying with all obligations under the agreement. The Vendor may at any time and from time to time without the consent of or notice to any Guarantor give any extension of time for payment, deal with any additional security, give releases or discharges, vary, increase or decrease the interest rate, amend the terms of the agreement and generally deal with all matters affecting the agreement and the obligations of the Purchaser and any of the Guarantors without in any way affecting the guarantee or the obligations of any other Guarantor. We may require payment from any Guarantor before we attempt to obtain a payment from the Purchaser, and all obligations of any Guarantor shall also be those of the Guarantor's successors or personal representatives, and will not be altered by the bankruptcy of the Purchaser or any Guarantor.

27. The parties acknowledge that the trees, topsoil and earth on the subject lands remain the property of the vendor and may be reasonably distributed to other lands in the subdivision in a reasonable manner and provided a reasonable number of such trees remain on the subject lot. Unless otherwise agreed, no trees, earth or topsoil will be removed after closing.

28. I/We the purchasers authorize 9287043 Canada Corporation or its appointee to obtain such factual and investigative information regarding me/us from others as permitted by law; to furnish other consumer credit bureau particulars of the credit application and subsequent credit experience, if applicable; and to retain this application for its records.

29. In the event that the electronic registration system (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the title to the Real Property is registered,

then at the option of the Vendor's solicitor, the following provisions shall prevail, namely:

(a) The Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction.

(b) The delivery and exchange of documents and monies for the Real Property and the release thereof to the Vendor and the Purchaser, as the case may be:

(i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registrable documentation);

(ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.

(c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled closing date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, upon payment of a fee as determined by the Vendor's solicitor, acting reasonably.

(d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Real Property for registration until the balance of funds due on closing, in accordance with the Statement of Adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.

(e) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Real Property may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original including electronic transmission through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be electronic signature. The party transmitting any such documents shall also deliver the original of same to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.

(f) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by all parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:

(i) delivered all closing documents to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement; and

(ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and

(iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, and specifically when the "completeness signatory" for the Transfer/Deed has been electronically "signed" by the Vendor's solicitor without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and keys, and without any requirement to have an independent witness evidencing the foregoing.

(g) NOTICE RE: DEVELOPMENT CHARGES. The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the Development Charges Act, 1997 and the Education Development Charges Act. The Purchaser is advised that no development charges have been paid on behalf of the subject lot and that the Purchaser is responsible for all development charges levied by the City.

PART 2: ADDITIONAL COVENANTS AND ACKNOWLEDGEMENTS OF THE PURCHASER

30. Application and Survival

The covenants, agreements and acknowledgements of the Purchaser in paragraphs 30 to 76 are made with the Vendor, are in addition to the restrictive covenants in Schedule C, shall not merge on closing and shall survive the completion of this transaction. They bind the Purchaser, the Guarantor and their respective heirs, executors, administrators, successors and assigns. In this Part, "Owner" and "Transferee" mean the Purchaser, and "Developer" means the Vendor, 9287043 Canada Corporation.

31. Developer Access

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 under 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 agreement or any other agreement.

32. Subdivision Agreement Covenants

The terms of the Subdivision Agreement with the City of Ottawa, together with the following, are covenants of the Purchaser:

- (a) The Purchaser will not fill in any ditches or swales on the lands or in any road ditch adjacent to the lands, nor install any storm sewer in any such ditches or swales, without the prior written consent of the City of Ottawa Engineer and the Developer or its appointee. If remedial work is required to ensure that the grading plan for the subdivision is met, the Purchaser 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) Any well drilled and any sanitary system installed on the lands 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 the lands.

(c) All sump lines must discharge to the roadside ditch, and any sump lines located in the right of way between the property line and the ditch are the sole responsibility of the property owner. To avoid damage to sump discharge lines, the line shall end either immediately adjacent to the culvert or at the property line.

(d) The Purchaser is advised that the drainage system on lots is part of the stormwater management system, and in order for it 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, deposit of materials or alterations to the grade. Failure to comply will result in the City of Ottawa taking corrective action and charging the costs back to the property.

(e) Because the stormwater management system for the subdivision will ultimately require repair or replacement, the City of Ottawa may seek to recover from the then owner a proportionate share of the cost pursuant to applicable legislation.

(f) The Purchaser shall protect and repair any damage caused to subdrain pipes abutting the lands which are located under roadside ditches, and any measures required to reinstate grades according to the approved subdivision grading and drainage plans.

(g) 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 Purchaser acknowledges the provisions of the City's standard form of sewer and drainage easement, under which no fences shall be constructed within the drainage easement area and no trees or shrubs shall be planted or maintained there which when mature reach a height greater than two metres, and agrees to comply with those requirements. The Purchaser shall maintain all fences in good repair, including those constructed by the Developer along the boundary of the lands, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department, and agrees to include this clause in any future agreement of purchase and sale.

(i) The design, location and elevation of any structure or landscaping shall not interfere with the drainage of surface water on the lands or of surface water originating from adjacent lands. Lands subject to drainage easements shall be kept free of buildings, structures, any part of a septic system or well, and trees, shrubs or other vegetation other than maintained grass. For the benefit of the lands owned by the City for municipal streets, the Purchaser will not alter the slope of the lands or interfere with any drains established on them, except in accordance with the established grade control plan, without the prior written consent of the City of Ottawa Engineer.

(j) If any damage is caused to any of the works within the plan of subdivision as a result of any act or omission of the Purchaser, the Purchaser shall repair the damage, or be proceeding diligently to repair it, within seven days after notice from the City of Ottawa, the Developer or Forest Lake Estates Owners Association Inc. In default, the City of Ottawa or the Developer may enter upon the land to do so and may recover the cost, together with an amount equal to 30% of that cost as a fee for supervision and 30% as a fee for administration, as municipal taxes under Section 325 of the Municipal Act, from the owner, or from deposits held under this agreement or the subdivision agreement. The

works include roads; road ditches and culverts, drainage ditches and swales; utility services; and street and traffic signs.

(k) The Purchaser is acquiring a lot in an ungraded condition, and it is the responsibility of the Purchaser to ensure that the final lot grading meets the approved grading and drainage design.

33. Commencement of Construction

The Purchaser will not commence construction of any building unless:

- (a) a building permit has been issued;
- (b) all requirements for road base granulars and the first lift of asphalt have been carried out on the roads on which the lot fronts;
- (c) the road on which the 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.

34. Acknowledgements

The Purchaser acknowledges that:

- (a) the lot may be subject to an easement at the side or rear for drainage, within which changing the grade, installing improvements, landscaping or trees, dumping waste materials including yard waste, and building structures and pools are restricted without the written approval of the City of Ottawa and the South Nation Conservation Authority;
- (b) Canada Post does not intend door to door mail delivery within the subdivision, and mail delivery is expected to be provided through permanent community mail boxes; and
- (c) all promotional and other material, including sketches, plans and drawings relating to the subdivision and areas in its vicinity, is conceptual only, and the Vendor may amend its plans from time to time in any manner and may apply to rezone land in the vicinity for any use, including multiple housing, commercial, industrial or other use. As part of the consideration in this transaction, the Purchaser waives all rights under the Planning Act to object to subsequent development by the Developer, its successors or assigns, or to any application for minor variance or amendment to the Official Plan or zoning bylaws of the municipality, and will not appeal any such amendment if passed.

35. Lawn Lamps and Street Number

The Purchaser, or the person obtaining the building permit for the dwelling, shall supply and install two automatic photocell operated lawn lamps at the edge of the driveway, at a point not less than 1.5 metres inside the lot boundary abutting the street, with the power supply provided from the dwelling. The Purchaser shall maintain the lamps, keep them in working order and regularly lit every night, including replacing bulbs and repairing the power line if damaged. The Purchaser shall pay any deposit 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. If the Purchaser fails to install the lamps within that period, the Developer or the Association may install them at the Purchaser's cost, which cost may be recovered from the Purchaser or from any deposit held under paragraph 56.

The Purchaser shall not occupy the dwelling until a proper street number, visible from the street in front of the dwelling, has been placed in a conspicuous position on the lamp pedestal. This must be done before a Certificate of Occupancy will be issued by the City.

36. Appearance

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

37. Road Allowance

The Purchaser will maintain the land within the road allowance abutting the lands, from the edge of the gravel shoulder to the lot line, in a neat and orderly fashion, including regularly cutting the grass and replacing any that dies, maintaining the stone infiltration strip where provided, and removing any debris, leaves, grass and sediment, all to the satisfaction of the City of Ottawa and the Developer or its appointee and pursuant to the Subdivision Agreement.

38. Setback Requirements

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 bylaws.

39. Wells

(a) Wells shall be drilled in compliance with Ministry of the Environment well regulations (Ontario Water Resources Act, R.R.O. 1990, Regulation 903, as amended), 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.

(b) All wells shall be drilled to the lower formations through the limestone formation, cased a minimum of 60 metres as set out in the approved Hydrogeological and Terrain Evaluation Report, properly grouted in accordance with Ontario Regulation 903, as amended, and supervised by a Professional Geoscientist or Professional Engineer with experience in hydrogeology.

(c) 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 are not permitted. The construction and grouting of the well shall be inspected and certified by a qualified Professional Engineer or Professional Geoscientist in accordance with Ontario Regulation 903, and a well compliance certificate signed by that professional shall be provided to the Owner and the South Nation Conservation Authority, including: the Ministry of the Environment well record, well number and GPS coordinates; standard subdivision water quality analysis results (including at a 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 before registration of the next phase; the qualifications of the onsite well inspector; and detailed observations of annular space creation, casing installation and the grouting type and procedure, with a statement that the well was constructed in compliance with Ministry of the Environment and City Standards.

(d) Well construction shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report dated October 27, 2022 (R03) prepared by GEMTEC Consulting Engineers and Scientists Limited, and certification by a Professional Engineer or Professional Geoscientist licensed in Ontario shall be provided to the City of Ottawa. All wells in the residential portion of the site must be drilled to the Nepean aquifer through the existing limestone formation and transition zone, to a depth of not less than sixty (60) metres below ground surface, or at least four (4) metres into the sandstone layer, and must be cased to isolate access to only the Nepean aquifer and properly grouted in accordance with Ontario Regulation 903, as amended, and Osgoode Bylaw No. 37/98.

(e) Under the registered subdivision agreement, the City holds title to a [0.30] metre reserve between the subject lot and the municipal road. The Purchaser may apply to the City for the transfer of the reserve upon delivery of a well compliance report and a well driller's certificate, to the satisfaction of the City, confirming that the well has been drilled and cased (to a minimum of 60 metres) in accordance with the approved Hydrogeological Report. The Purchaser acknowledges that no building permit will be issued by the City until the well has been drilled and the application for the transfer of the reserve has been completed.

(f) 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 before final inspection by the City to permit occupancy.

40. Water Quality Advisories

The Purchaser acknowledges being advised:

(a) to have a water quality analysis completed on a regular basis, including fluorides and septic effluent indicators (chlorides, nitrites, nitrates, TKN, total coliform, E. coli), and to report any readings exceeding acceptable values to the City of Ottawa Medical Officer of Health for further evaluation and advice;

(b) 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, and on request to provide reasonable access to the Developer or Forest Lake Estates Owners Association Inc. to obtain water samples for testing;

(c) that some wells may exhibit elevated aesthetic parameters (hardness, iron, manganese, total dissolved solids, sodium and others), that some incrustation, taste and colour problems can be expected, and that treatment systems may be necessary to improve water quality;

(d) that sodium levels in well water may exceed 20 mg/l, and that the City Medical Officer of Health recommends that persons with cardiac problems such as hypertension discuss this with their family physician before accepting an offer of purchase;

(e) that the water supply may exhibit some exceedances of parameters, that some treatment, with maintenance, all at the cost of the owner, may be required, and that some exceedances may still exist;

(f) that newly developed wells may encounter turbidity, which may interfere with water treatment systems and bacterial control, and that wells must be properly developed before connection to the plumbing system;

(g) that the water supply should be tested regularly for bacterial, chemical and other pollutants, that a well management program should be followed 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 the Landowner Resource Centre) should be consulted; and

(h) that, although well interference problems have not been identified for this subdivision, the owner should conserve water during extended dry periods.

The Purchaser will provide well samples to the Vendor or its assignee on request and will not refuse to participate in a well water monitoring program established for the benefit of all residents.

41. 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 quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions, such solutions being the sole responsibility of the homeowner. The Purchaser acknowledges that any operation involving groundwater extraction, including groundwater source open loop heat pumps, has not been approved as part of the development.

42. Well and Sewage System Installation

The Purchaser acknowledges that:

- (a) lots shall be made suitable for installation of sewage systems before or at the building permit stage to the satisfaction of the Ministry of the Environment in accordance with Ontario Regulation 358/90 under the Environmental Protection Act, and the owner shall conduct individual lot percolation tests, high groundwater measurement, mounding calculations and other studies as required by the City of Ottawa Septic System Office before sewage system installation;
- (b) 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 addenda are available from the Developer 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 completed in conformance with the City of Ottawa well compliance program, and in accordance with Ontario Regulation 612/84 and the covenants; and
- (e) homeowners shall regularly inspect their septic systems and follow a septic management program to avoid any impacts on surface water or groundwater from septic effluent migration. The guides "Septic System Do's and Don'ts" and "Septic Smart Guide" are available from the Ottawa Septic System Office and the Landowner Resource Centre.

43. Swimming Pools and Accessory Structures

The Purchaser acknowledges that some rear yards within the subdivision are used for onsite storage of infrequent storm events, that pool installation and grading alterations on some lots may not be permitted or may require revisions to the approved Subdivision Stormwater Management Plan Report, and that the owner must obtain the approval of the General Manager, Planning, Infrastructure and Economic Development of the City of Ottawa before undertaking any grading alterations.

44. Other Advisories

The Purchaser acknowledges being advised that:

- (a) school accommodation pressures exist in the Ottawa Carleton District School Board schools designated to serve this development, currently addressed by portable classrooms or by directing students to schools outside the community; and
- (b) parkland within the subdivision or in its vicinity may have active hard surface and soft surface recreational facilities, active lighted sports fields, recreation and leisure facilities, a potential community centre, a library, day care and other potential public buildings or facilities.

45. Environmental Protection

- (a) Forest Lake Estates Owners Association Inc., the Developer or their appointees may, upon twenty four hours written notice delivered to the

owner at the lands, enter upon the lands to inspect the well, septic system or any other potential environmental hazard or pollutant.

(b) Following such inspection, the Developer, the Association or their appointees may issue an order to rectify the well, septic system or any source of contamination at the owner's cost and, if the order is not complied with, take such enforcement measures as are within its contractual or legal authority.

(c) The Purchaser shall be responsible for contamination of any kind that may occur from a source within the lands, and for making good any damage or contamination arising from bringing any new material onto the lands, notwithstanding any approval given by the Association.

46. Terrain Analysis and Hydrogeological Study

The Purchaser shall develop the lot in accordance with the findings and recommendations of the Hydrogeological Investigation and Terrain Analysis Final Consolidated Report, Forest Lake Estates Subdivision, Part of Lot 9, Concession 5, Geographic Township of Osgoode, Ottawa (Greely), prepared by GEMTEC (Project No. 100554.001) dated October 27, 2022 (R03), shall implement its recommendations, and shall provide certification by a Professional Engineer to the City of Ottawa before final inspection by the City to permit occupancy, as required by the Subdivision Agreement.

47. 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 and 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.

48. Tree Conservation Report

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. Nonnative 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 15th and August 15th, 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 revegetation 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 and 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 the following (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 an 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 geoscientist's 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 or 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.

49. Tree Canopy and Rear Tree Cover

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 above or in accordance with the approved Environmental Impact Statement.

50. Tree Saving Measures

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.

51. Tree Vegetation and Pond Preservation Buffer Zone

(a) The transferee of any lot or block within the plan of subdivision for himself, his heirs, executors, administrators, successors and assigns acknowledges 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:

- (i) removal of trees, shrubs, grasses or ground cover plants;
- (ii) removal of dead trees or wood, unless hazardous;
- (iii) alteration to the soils or natural surface materials;
- (iv) storage of any kind;
- (v) permanent or temporary buildings, structures or patios;
- (vi) dumping of garden waste or other materials;
- (vii) use of pesticides or herbicides, grass cutting or tree and shrub pruning; and
- (viii) 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 owners association, a nonprofit 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 .2 ha front portion of the lot.

52. Tree Cover in Perpetuity

The purchaser acknowledges that they have been advised that tree cover is required to be provided and maintained or replenished in perpetuity according to the provisions, and in the area specified by the tree conservation easement registered on title.

53. No Dumping on Adjacent Lands

The Purchaser will not dump snow, grass cuttings, landscape waste or any other material on any vacant lot or on any adjacent lands.

54. Utilities

All utility services, such as gas, hydro, telephone and cable, shall be brought from the mains underground into the dwelling by the Purchaser, and the Purchaser shall not commence construction without first notifying the appropriate utilities.

55. Culvert

The Purchaser shall be responsible for any default or defect resulting from arranging for the supply and installation, at the Purchaser's expense, of any driveway culvert to City of Ottawa standards.

56. Security Deposits

- (a) 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 the Purchaser upon final release of the Developer under the subdivision agreement. If the Purchaser, or the Purchaser's agents, successors or 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 to rectify the default, if the default is not rectified within 15 days of notice by the Developer to the Purchaser, without further notice.
- (b) The Purchaser shall pay the Vendor on closing a Hydro One connection deposit of approximately \$4,850.00, or such other amount as specified by Hydro One in the subdivision servicing contract. This deposit will be refunded in full once the Purchaser confirms that the lot has been serviced with hydro electric power and a meter to the satisfaction of the Vendor, at least three months before the expiry date of the five year Hydro One Networks Inc. Multi Service Connection Agreement.

57. Footings

- (a) 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.
- (b) All residential units shall have the underside of footing elevations set at a minimum of 300 mm above the 1:100 year storm event water levels in the stormwater management ponds or the high groundwater elevation identified in the geotechnical report, whichever is greater, or such other level as recommended by a Professional Engineer and accepted by the City, to safeguard against basement flooding.
- (c) The Purchaser shall have a Civil Engineer or Ontario Land Surveyor certify the elevation of the top of footings before completion of the foundation walls, shall remove the footing if found to be out by more than 0.1 metre from the approved design grading plan, and shall have the elevation submitted to the City for approval before completion of the foundation walls.

58. Grade Control and Drainage

- (a) The City of Ottawa may at any time enter upon the lands to inspect or restore the established Grade Control Plan, and the City's cost of any restoration work shall be paid to the City by the owner within thirty (30) days of demand, failing which the cost shall be added to the tax roll and collected in like manner as municipal taxes.
- (b) The Purchaser is responsible for maintaining the conveyance of surface flow over the rear and side of the lot, and for maintaining subsurface drainage infrastructure, to the satisfaction of the General

Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa.

(c) The Purchaser acknowledges that the final lot grading inspection is required by the City of Ottawa before sod or grass seed is placed, and that survey lot grading stakes are required to be installed before the City completes the final lot grading inspection.

59. Easements and Roadside Ditch

(a) The Purchaser shall execute any reasonable grant of easement over or under the lands required by any municipal authority, public utility or the Developer during a period of five years from the date of closing.

(b) The Purchaser acknowledges that a roadside ditch along the frontage of the property is used for public and private stormwater management, including drainage, conveyance, storage and treatment of stormwater, that the roadside ditch shall not be altered, and that the owner is responsible for its general maintenance in compliance with the City of Ottawa Use and Care of Roads Bylaw, including the cleaning and structural repair of the private approach and City approved private culverts within the roadside ditch, and the cleaning and grass cutting of the roadside ditch.

60. Construction Acknowledgements

The Purchaser acknowledges that:

(a) at the time of closing, roads may not have base course asphalt and landscaping may not be completed, and the Vendor shall complete such paving and landscaping after closing in accordance with its schedule of work, weather and other conditions permitting;

(b) landscaping, grading, slope and drainage plans may be altered by the Vendor at its discretion at any time; and

(c) the development is a rural village plan of subdivision and the grading and drainage design is based on a compilation of information, some of which may not be completely accurate, and on other factors. In implementing the design, consideration shall be given to a variety of methods of home construction and grading, the possibility of actual field information differing from information available at the time of design, and other factors. Where discrepancies arise, the matter may be referred to the civil engineering firm which prepared the subdivision design or a qualified civil engineer designated by the Developer, whose decision shall be binding on the parties.

61. As Built Grading

The Purchaser shall submit an as built grading plan showing actual ground elevations to geodetic datum at the front, rear and sides of the house, driveways at the edge of pavement and at the garage, all lot corners, swale inverts, terraces and the top and bottom of retaining walls, taken under the supervision of a professional Civil Engineer or Ontario Land Surveyor, and shall have a Civil Engineer licensed in 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.

62. Roof Leaders and Sump Pumps

(a) The Purchaser shall direct roof leaders, sump pump outlets and infiltration areas to a sufficiently large pervious area or, where specified, to a designated infiltration mechanism, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

(b) The Purchaser shall install a complete sump pump system conforming to the City of Ottawa Sewer Design Guidelines, to the

satisfaction of the General Manager, Planning, Real Estate and Economic Development, including a CSA approved sump pump with check valve, design for 200% of anticipated flow and maximum head, a covered sump pit, a backwater valve, and a backup pump and power supply.

(c) The costs of the sump pump system, including the backup system and installation, and the costs of its maintenance and operation and of eavestrough discharge, are the responsibility of the owner.

(d) Only the perimeter foundation drainage system will be connected to the sump pit, and the sump pump system shall discharge to the storm sewer.

(e) All sump pump systems, including the backup system, must be inspected and maintained regularly in accordance with the manufacturer's recommendations.

63. Right of Repurchase

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

64. Completion of Dwelling

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

65. Approval of Building and Siting Plans

If the Purchaser has failed to obtain the approval of the Developer to the Purchaser's building and siting plans within 48 months from the date of registration of the conveyance to the Purchaser, the right of repurchase in paragraph 63 shall be immediately exercisable by the Developer.

66. No Further Subdivision

The Purchaser will make no attempt to further subdivide the lot without the written authorization of the Developer or its appointee.

67. Driveway Location

The Purchaser will not alter an existing or predetermined driveway location without the prior written consent of the City Engineer, and if permission is granted, the Purchaser shall pay all costs of relocating the driveway, including any portions on municipal property.

68. Subdivision Plans

The Purchaser acknowledges being advised of the approved composite utility plan showing the proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot; the approved subdivision plans showing site and landscaping design, engineering details and constraints to development; the proposed driveway location; the proposed grading and drainage plan for the lot, and that it is the responsibility of the Purchaser to maintain the proposed drainage patterns; and the approved Official Plan designation for the

subdivision. The Purchaser acknowledges that this information is subject to change through the City's approval process.

69. Roads

If, during construction of any building on any lot owned by the Purchaser in the subdivision, any damage is done to the surface of the roads in the plan of subdivision before the City of Ottawa assumes responsibility for those roads, the Purchaser will reimburse the Developer for the cost of any repairs necessitated by damage done by the Purchaser or the Purchaser's agents.

70. Hydro One Networks Inc.

The Purchaser acknowledges and agrees that the development will be undertaken and completed in accordance with any requirements imposed from time to time by any governmental authorities, and that the proximity of the development to facilities, installations and equipment owned or operated by Hydro One Networks Inc. ("HONI") may result in noise, vibration, electromagnetic interference and stray current transmissions (the "Interferences") which, despite the inclusion of control features, may occasionally interfere with some activities of the occupants. HONI does not and will not accept any responsibility or liability for any of the Interferences. HONI may alter or expand its facilities or transformer station, which may temporarily affect the living environment of residents notwithstanding any noise and vibration attenuating measures, and HONI will not be responsible for any complaints or claims arising from the use, expansion or alteration of those facilities or operations. The Purchaser agrees that an electromagnetic, stray current, noise and vibration warning clause similar to this paragraph shall be inserted into any subsequent agreement of sale, lease or sublease, and that this requirement binds the Purchaser's heirs, estate trustees, successors and permitted assigns and does not terminate on closing.

71. Forest Lake Estates Owners Association Inc.

The Purchaser acknowledges and agrees that:

- (a) on registration of the transfer to the Purchaser, the Purchaser becomes a member of Forest Lake Estates Owners Association Inc. (the "Association") under the Block 45 Shared Amenities and Community Agreement, and remains a member while the registered owner of the lot, without the need to sign or apply for anything;
- (b) the Purchaser shall pay the fees, dues, levies and special assessments imposed from time to time by the Association while the Purchaser is the registered owner of the lot;
- (c) the Purchaser shall comply with the rules of the Association governing the use of the common amenity lands, including rules relating to pets, watercraft, docks and vehicles;
- (d) the rights of the owner and occupants of the lot to use the common amenity lands are suspended while any amount owing to the Association remains unpaid or any breach remains uncorrected, as provided in the Block 45 Shared Amenities and Community Agreement;
- (e) the Association has the power to elect a board of directors, to establish bylaws, rules and regulations affecting the common amenity lands, and to levy and collect assessments and special assessments payable for each lot; and
- (f) the stormwater management pond will be transferred to or placed under the control of the Association, which will be responsible for its stewardship, maintenance and liability.

72. Amenities

All decisions about the timing, design, location, construction and material selection of amenities are at the sole and absolute discretion of the Developer. The consideration paid by the Purchaser under this agreement is for the lot only. While the Developer may install improvements for the benefit of the Association, it has no contractual obligation to individual purchasers or to the Association for any proposed private recreational facilities. Following the transfer of any facilities, the Developer may assign to the Association the applicable warranties of its contractors and subcontractors, but gives no warranty of any kind for any lands, improvements, fixtures or personal property transferred to the Association.

73. Assignment to the Association

Any of the rights, obligations and covenants of the Developer under this Part may be assigned to the Association, and upon such assignment the Association may exercise those rights, including the issuance of any certificate of compliance with the covenants in Schedule C.

74. Homeowners Awareness Package

The Purchaser acknowledges having been directed to the information in the Homeowners Awareness Package.

75. Severability

If any term, covenant or condition of this Agreement, or its application to any party or circumstance, is held invalid, unenforceable or illegal to any extent, it is severable from the remainder of this Agreement, which is not affected, and it continues to apply to the fullest extent permitted by law to all other parties and circumstances.

76. Relationship to Schedule C

Where a matter is addressed both in this Part and in the restrictive covenants in Schedule C, both apply, and the more restrictive provision governs.

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

x _____

PURCHASER

x _____

PURCHASER

SCHEDULE C

RESTRICTIVE COVENANTS

FOREST LAKE ESTATES, PLAN 4M-1782

1. Annexation and Benefitting Land

(a) The registered owner of the Burdened Land (the "Owner") covenants with the registered owner of Block 45, Plan 4M-1782 [and 9287043 Canada Corporation, as registered owner of those parts of the Benefitting Land it holds] (collectively the "Covenantee") that the Burdened Land shall be subject to the restrictions set out in this Schedule, which are annexed to and run with the Burdened Land for the benefit of each and every part of the Benefitting Land with the intent that the benefit of these covenants shall be annexed to and run with every lot, block, and parcel thereof listed below as the burdened lands within registered Subdivision Plan 4M-1782;

(b) "Burdened Land" means [Lot 1, PIN 04318-1578; Lot 2, PIN 04318-1579; Lot 3, PIN 04318-1580; Lot 4, PIN 04318-1581; Lot 5, PIN 04318-1582; Lot 8, PIN 04318-1585; Lot 9, PIN 04318-1586; Lot 10, PIN 04318-1587; Lot 11, PIN 04318-1588; Lot 12, PIN 04318-1589; Lot 13, PIN 04318-1590; Lot 20, PIN 04318-1597; Lot 23, PIN 04318-1600; Lot 24, PIN 04318-1601; Lot 25, PIN 04318-1602; Lot 26, PIN 04318-1603; Lot 27, PIN 04318-1604; Lot 28, PIN 04318-1605; Lot 29, PIN 04318-1606; Lot 30, PIN 04318-1607; Lot 32, PIN 04318-1609; Lot 33, PIN 04318-1610; Lot 36, PIN 04318-1613; Lot 37, PIN 04318-1614; Lot 38, PIN 04318-1615; Lot 39, PIN 04318-1616; Lot 40, PIN 04318-1617; Block 45, PIN 04318-1622; Block 47, PIN 04318-1624; Block 48, PIN 04318-1625; Block 96, PIN 04318-1673; Block 98, PIN 04318-1675; Block 101, PIN 04318-1678; Block 107, PIN 04318-1684; Block 111, PIN 04318-1688; Plan 4M-1782,] [or, in the application by 9287043 Canada Corporation, the Lots it holds and the Phase 2 Blocks, being the PINs set out in Appendix 1].

(c) "Benefitting Land" means Lots 1 to 40 inclusive, Plan 4M-1782, other than the Burdened Land, together with Block 45 and the Phase 2 Blocks, being the lands described by PIN in Appendix 1.

(d) "Phase 2 Blocks" means Blocks 47, 48, 96, 98, 101, 107 and 111, Plan 4M-1782, draft approved for thirty two (32) lots in the second phase of the subdivision.

(e) Where the Burdened Land or the Benefitting Land includes a Phase 2 Block, these restrictions continue to apply to every lot later created from that Block by a plan of subdivision, and each such lot forms part of both the Burdened Land and the Benefitting Land.

(f) "Approving Party" has the meaning given in section 24.

(g) These restrictions form part of a common scheme for all Lots on Plan 4M-1782 and all lots later created from the Phase 2 Blocks, and the registered owner for the time being of any part of the Benefitting Land may enforce them against the registered owner for the time being of the Burdened Land.

(h) No person is liable for a breach of these restrictions except a breach committed or continued while that person is the registered owner of the Burdened Land.

2. Building Approval and Minimum Dwelling Size

(a) No building, fence, hedge, structure or landscaping shall be erected, placed or altered on the Burdened Land unless the plans, specifications and elevations, including all exterior colours and materials, have first been approved in writing by the Approving Party, and no building, fence, hedge, structure or landscaping shall be erected, placed or altered otherwise than in conformity with the plans, specifications and elevations so approved. The Approving Party shall use its best efforts to respond within thirty (30) days after receiving complete materials.

(b) No dwelling shall be erected on the Burdened Land having less than 1,500 square feet of livable floor area in the case of a bungalow, less than 1,500 square feet on the ground floor in the case of a split level dwelling, or less than

2,000 square feet in the case of a two storey dwelling (with not less than 1,200 square feet on the ground floor), in each case excluding attic, basement, garage and other areas not normally heated.

(c) No dwelling shall be erected on the Burdened Land without a garage for not less than two vehicles, and no driveway shall be constructed on the Burdened Land of any surface material not approved by the Approving Party.

3. Lawn Lamps

No dwelling on the Burdened Land shall be occupied unless two automatic photocell operated lawn lamps have first been installed at the edge of the driveway, at a point not less than 1.5 metres inside the boundary of the Burdened Land abutting the street. No lawn lamp so installed shall be removed, relocated, permanently disabled or replaced with a lamp of a different design without the prior written consent of the Approving Party.

4. Satellite Dishes

No satellite dish antenna shall be erected on the Burdened Land in a location visible from any street or from any adjoining lot unless its location and screening have first been approved in writing by the Approving Party.

5. Refuse and Debris

No refuse, debris, discarded equipment or derelict material of any kind shall be stored or allowed to accumulate on the Burdened Land outside an enclosed building.

6. Front Yard Storage

None of the following shall be permanently located or stored in the front yard of the Burdened Land without the prior written approval of the Approving Party: lawn and garden maintenance equipment, storage sheds and play structures.

7. Signs

No sign, billboard, notice or other advertising matter of any kind, other than an ordinary sign offering the dwelling for sale or rent, shall be placed on any part of the Burdened Land or on any building, fence, tree or other structure on it without the prior written permission of the Approving Party.

8. Animals

No animal of any kind shall be kept on the Burdened Land other than household pets normally permitted in private homes in urban residential areas, and no such pet shall be kept so as to constitute an annoyance or nuisance to the occupants of neighbouring lands. No commercial breeding of animals, fish or fowl shall be carried on upon the Burdened Land.

9. Restricted Vehicles

No unlicensed vehicle, all-terrain vehicle, snowmobile, motorized trail bike, motorized personal watercraft or other motorized watercraft shall be permitted to be operated on the Burdened Land.

10. Docks and Boathouses

No dock, boathouse or raft shall be installed on the Burdened Land without the prior written approval of the Approving Party.

11. Exterior Storage and Parking

Notwithstanding the provisions of the City of Ottawa zoning bylaw, no part of the Burdened Land shall be used:

(a) for exterior storage;

(b) for the parking of any derelict vehicle, recreational vehicle, trailer, motor home, bus, commercial vehicle or vehicle of more than one ton capacity; or

(c) for the long term parking of any vehicle under repair or not in good working order;

without the prior written consent of the Approving Party, given after adequate provision for screening has been made.

12. Wells

No dug well or sand point shall be constructed on the Burdened Land, and no well shall be constructed on the Burdened Land other than a drilled well that:

- (a) draws water only from the Nepean aquifer, through the limestone formation and transition zone;
- (b) extends to a depth of not less than sixty (60) metres below ground surface, or at least four (4) metres into the sandstone layer; and
- (c) is cased and grouted so as to isolate access to only the Nepean aquifer, in accordance with Ontario Regulation 903, as amended, and the approved Hydrogeological Investigation and Terrain Analysis Report prepared by GEMTEC Consulting Engineers and Scientists Limited dated October 27, 2022 (R03).

13. Groundwater Extraction

No open loop groundwater source heat pump or other system for the extraction of groundwater, other than a domestic water supply well serving the dwelling on the Burdened Land, shall be installed or operated on the Burdened Land.

14. Gates

No gate giving access to any public property shall be installed in any fence on the Burdened Land.

15. Lawn Chemicals, Contaminants and Fill

- (a) No fertilizer or lawn chemical of any kind shall be applied to the Burdened Land without the prior written consent of the Approving Party.
- (b) No animal, human, organic or chemical waste shall be discharged from the Burdened Land, or allowed to escape from it, into surface runoff, groundwater or the lakes.
- (c) No soil or fill of any kind shall be brought onto the Burdened Land without the prior written consent of the Approving Party.

16. Trees and Buffer Zone

- (a) No tree having a trunk diameter greater than ten (10) centimetres measured at breast height shall be removed from the Burdened Land, except within the footprint of the dwelling, driveway, sewage system and outdoor living area.
- (b) No tree shall be removed from the tree protection zone on the rear portion of the Burdened Land, as set out in the approved Environmental Impact Statement prepared by GEMTEC Consulting Engineers dated October 28, 2022, without the prior written consent of the Approving Party.
- (c) Within the tree vegetation and pond preservation buffer zone on the Burdened Land, as set out in the approved Environmental Impact Statement, there shall be no:
 - (i) removal of trees, shrubs, grasses or ground cover plants;
 - (ii) removal of dead trees or wood, unless hazardous;
 - (iii) alteration of the soils or natural surface materials;
 - (iv) storage of any kind;
 - (v) permanent or temporary buildings, structures or patios;
 - (vi) dumping of garden waste or other materials;
 - (vii) use of pesticides or herbicides, grass cutting, or tree and shrub pruning; or

(viii) planting of trees, shrubs or ground cover other than species recommended in the Environmental Impact Statement prepared by GEMTEC Consulting Engineers dated October 28, 2022.

17. Excavation

No excavation shall be made on the Burdened Land except for the purpose of building on it at the time of commencement of that building, or for the improvement of its gardens and grounds, and no soil, sand or gravel shall be removed from the Burdened Land, except in each case with the prior written permission of the Approving Party.

18. Dumping

No snow, grass cuttings, landscape waste or other material shall be dumped on the Burdened Land.

19. Waste Storage

No building waste or other material of any kind shall be dumped or stored on the Burdened Land, except clean earth for levelling and landscaping in connection with the erection of a building on it or the immediate improvement of its grounds.

20. Utility Services

No gas, hydro, telephone, cable or other utility service line serving any dwelling on the Burdened Land shall be installed above ground.

21. Grading and Drainage

- (a) No grade on the Burdened Land shall be altered, no swale, ditch, drain or drainage course on it shall be filled, obstructed or altered, and no building, structure or landscaping shall be designed, located or placed on it, so as to impede the drainage of surface water onto, across or from the Burdened Land, including surface water originating from adjacent lands, as provided in the approved grading and drainage plan for Plan 4M-1782.
- (b) No building, structure, pool, part of a sewage system, well, tree or shrub, and no vegetation other than maintained grass, shall be placed or permitted on any part of the Burdened Land that is subject to a registered drainage easement.

22. Terms

The terms "Owner", "person" and "registered owner" include an individual, a corporation and any combination of them, and their respective heirs, executors, administrators, successors and assigns, and where more than one person is the Owner their liability is joint and several.

23. Enforcement

These restrictions may be enforced by the registered owner for the time being of any part of the Benefitting Land, including the registered owner of Block 45, by action for an injunction, damages or both in a court of competent jurisdiction, and the court may award the costs of enforcement against the Owner in breach.

24. Approvals

"Approving Party" means 9287043 Canada Corporation or, after 9287043 Canada Corporation has assigned its right to give approvals under this Schedule by written notice, Forest Lake Estates Owners Association Inc. No approval or consent under this Schedule is effective unless given in writing.

25. Variation

The Approving Party may vary, amend or release any of these restrictions in respect of any lot on Plan 4M-1782 or created from a Phase 2 Block without notice to or consent of the owner of any other lot, provided that the variation, amendment or release is not,

in the reasonable opinion of the Approving Party, a substantial departure from the general nature of these restrictions.

26. Severability

If any restriction in this Schedule, or its application to any person or circumstance, is held invalid, unenforceable or illegal to any extent, that restriction is severable from the remainder of this Schedule, its invalidity does not affect the remainder, and it continues to apply to the fullest extent permitted by law to all other persons and circumstances.

27. Successors

These restrictions bind the Owner and each registered owner for the time being of the Burdened Land, and enure to the benefit of the Covenantee and each registered owner for the time being of the Benefitting Land.

28. Interpretation

In this Schedule words importing the singular include the plural and words importing gender include all genders and corporations, as the context requires.

29. Expiry

These restrictions are annexed to the Burdened Land for a fixed period of ninety nine (99) years from the date of registration of this Application, and expire at the end of that period unless released earlier.

APPENDIX 1: BENEFITTING LAND

Lots 1 to 40 inclusive, Plan 4M-1782, Block 45, Plan 4M-1782, and Blocks 47, 48, 96, 98, 101, 107 and 111, Plan 4M-1782 (the Phase 2 Blocks)

PIN	DESCRIPTION
04318-1578	Lot 1, Plan 4M-1782
04318-1579	Lot 2, Plan 4M-1782
04318-1580	Lot 3, Plan 4M-1782
04318-1581	Lot 4, Plan 4M-1782
04318-1582	Lot 5, Plan 4M-1782
04318-1583	Lot 6, Plan 4M-1782
04318-1584	Lot 7, Plan 4M-1782
04318-1585	Lot 8, Plan 4M-1782
04318-1586	Lot 9, Plan 4M-1782
04318-1587	Lot 10, Plan 4M-1782
04318-1588	Lot 11, Plan 4M-1782
04318-1589	Lot 12, Plan 4M-1782
04318-1590	Lot 13, Plan 4M-1782
04318-1591	Lot 14, Plan 4M-1782
04318-1592	Lot 15, Plan 4M-1782
04318-1593	Lot 16, Plan 4M-1782
04318-1594	Lot 17, Plan 4M-1782
04318-1595	Lot 18, Plan 4M-1782
04318-1596	Lot 19, Plan 4M-1782
04318-1597	Lot 20, Plan 4M-1782
04318-1598	Lot 21, Plan 4M-1782

04318-1599 Lot 22, Plan 4M-1782
04318-1600 Lot 23, Plan 4M-1782
04318-1601 Lot 24, Plan 4M-1782
04318-1602 Lot 25, Plan 4M-1782
04318-1603 Lot 26, Plan 4M-1782
04318-1604 Lot 27, Plan 4M-1782
04318-1605 Lot 28, Plan 4M-1782
04318-1606 Lot 29, Plan 4M-1782
04318-1607 Lot 30, Plan 4M-1782
04318-1608 Lot 31, Plan 4M-1782
04318-1609 Lot 32, Plan 4M-1782
04318-1610 Lot 33, Plan 4M-1782
04318-1611 Lot 34, Plan 4M-1782
04318-1612 Lot 35, Plan 4M-1782
04318-1613 Lot 36, Plan 4M-1782
04318-1614 Lot 37, Plan 4M-1782
04318-1615 Lot 38, Plan 4M-1782
04318-1616 Lot 39, Plan 4M-1782
04318-1617 Lot 40, Plan 4M-1782
04318-1622 Block 45, Plan 4M-1782
04318-1624 Block 47, Plan 4M-1782
04318-1625 Block 48, Plan 4M-1782
04318-1673 Block 96, Plan 4M-1782
04318-1675 Block 98, Plan 4M-1782
04318-1678 Block 101, Plan 4M-1782
04318-1684 Block 107, Plan 4M-1782
04318-1688 Block 111, Plan 4M-1782

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

x _____
PURCHASER

x _____
PURCHASER

SCHEDULE "D"

BLOCK 45 SHARED AMENITIES AND COMMUNITY AGREEMENT

Forest Lake Estates, Plan 4M-1782, Village of Greely, City of Ottawa

THIS AGREEMENT is made as of the ____ day of _____, 20__.

BETWEEN:

9287043 CANADA CORPORATION (the "Developer")

AND

FOREST LAKE ESTATES OWNERS ASSOCIATION INC. ("FLEOAI")

RECITALS

A. The Developer is the developer of the residential subdivision registered as Plan 4M-1782 and known as Forest Lake Estates.

B. FLEOAI is a corporation without share capital formed to own, maintain and operate the Common Amenity Lands for the benefit of all Lots.

C. Block 45, Plan 4M-1782 will be transferred to FLEOAI.

D. Blocks 47, 48, 96, 98, 101, 107 and 111, Plan 4M-1782 are draft approved for thirty two (32) lots in the second phase of the subdivision, which will be registered once the City of Ottawa accepts a performance report on the wells and sewage systems in the first phase. These Blocks form part of the development and are intended to be bound by this Agreement from the outset.

E. The parties wish to provide for the use of the Common Amenity Lands by the owners of all Lots, and for the sharing of the costs of those lands.

NOW THEREFORE in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions

In this Agreement:

(a) "Amenities" means all facilities, lakes, ponds, pathways, docks, landscaping and other improvements now or later located on the Common Amenity Lands;

(b) "Assessment" means any regular or special assessment levied under section 5;

(c) "Board" means the board of directors of FLEOAI;

(d) "Common Amenity Lands" means Block 45, Plan 4M-1782, being PIN [04318-1622 (LT)], and any other lands later transferred to FLEOAI and designated by the Board as Common Amenity Lands;

(e) "Lots" means Lots 1 to 40 inclusive, Plan 4M-1782, and every lot later created from the Phase 2 Blocks, each as described in Schedule B, and "Lot" means any one of them;

(f) "Phase 2 Blocks" means Blocks 47, 48, 96, 98, 101, 107 and 111, Plan 4M-1782;

(g) "Owner" means the registered owner for the time being of a Lot;

(h) "Rules" means the rules made under section 8, including the initial Rules in Schedule A; and

(i) "Stormwater Facilities" means the stormwater management pond and related works serving the subdivision that are owned by or transferred to FLEOAI.

2. Grant of Easement

2.1 FLEOAI grants to the registered owner of each Lot, as an easement appurtenant to and running with that Lot in perpetuity, a nonexclusive right for the Owner and the members of the Owner's household and their guests to enter upon and use the Common Amenity Lands and the Amenities for pedestrian access and private recreation, in common with the owners of all other Lots, and subject to the Rules.

2.2 The Lots and the Phase 2 Blocks are the dominant lands and the Common Amenity Lands are the servient lands for the easement in section 2.1.

2.3 Until lots are created from a Phase 2 Block, the easement in section 2.1 is appurtenant to that Block. Upon registration of a plan of subdivision of the Block, the easement becomes appurtenant to each lot created from it, and each of those lots is a Lot for all purposes of this Agreement.

3. Condition of Grant

The easement in section 2 is granted upon the condition that all Assessments, interest, costs and other amounts owing to FLEOAI for the Lot have been paid, and that any breach of this Agreement or the Rules has been corrected. While any amount remains unpaid for more than thirty (30) days, or any breach remains uncorrected after written notice, all rights under section 2 for that Lot are suspended. The suspension continues until every amount owing for the Lot is paid in full and every breach is corrected, whether the amount arose or the breach occurred during the ownership of the current Owner or a prior Owner.

4. Membership

4.1 FLEOAI shall at all times maintain articles and bylaws under which its members are the registered owners for the time being of the Lots, with one membership and one vote for each Lot, such vote to be exercised by the person whose name appears first on the registered transfer of the Lot, and FLEOAI shall not amend its articles or bylaws to exclude the registered owner of any Lot from membership.

4.2 Each Owner is, and each successor in title to a Lot becomes upon registration of the transfer to it, a member of FLEOAI. Membership attaches to the Lot, passes with title, and may not be resigned while title is held.

4.3 The parties declare their intention that membership in FLEOAI, the easement in section 2 and the condition in section 3 shall run with each Lot in perpetuity for the benefit of all Lots and the Common Amenity Lands, and that no Owner or successor in title need sign this Agreement or any other document for them to apply.

4.4 Until lots are created from a Phase 2 Block, the registered owner of that Block, initially the Developer, holds one membership for that Block and one vote for each acre of land in it or any part of an acre. Upon registration of a plan of subdivision of the Block, each lot created from it carries its own membership under section 4.1.

4.5 No Owner, purchaser, seller or other person is required to sign this Agreement or any other document, make any application, give any notice, obtain any consent or take any other step to become or remain a member of FLEOAI or to enjoy the rights under section 2. Membership arises automatically on registration of title to a Lot, and the only matters that affect the rights under section 2 are the payment of amounts owing and the correction of breaches under section 3.

5. Assessments

5.1 The Board shall adopt an annual budget for the operation, maintenance, insurance, repair and replacement of the Common Amenity Lands, the Amenities and the Stormwater Facilities, including a reasonable contribution to a reserve fund. The annual budget shall not run a deficit at any time. FLEOAI is prohibited from borrowing. Unless otherwise specified in the bylaws of FLEOAI, 10% of the annual revenue shall be transferred to the reserve fund at the commencement of each fiscal year.

5.2 Each Lot shall bear an equal share of the budget. No Lot is assessed until registration of the first transfer of that Lot from 9287043 Canada Corporation.

5.3 Assessments are payable at the times and in the instalments fixed by the Board.

5.4 The Board may, in accordance with the bylaws of FLEOAI, levy a special assessment for any expense not provided for in the budget, shared equally among the Lots.

5.5 Any amount unpaid when due bears interest at the rate specified in the bylaws of FLEOAI until paid, and all costs of collection, including legal costs on a full indemnity basis, are added to the amount owing for the Lot.

5.6 The Assessments for each Lot are the responsibility of the Owner while it is the registered owner of the Lot.

5.7 No Assessment is payable for a Phase 2 Block until lots are created from it by registration of a plan of subdivision.

5.8 The initial Assessment shall be set at \$200 per family per year in 2026. Assessments are payable following the first conveyance from the Developer to an independent third party.

6. Operation of Common Amenity Lands

6.1 FLEOAI shall maintain, repair, replace, insure and operate the Common Amenity Lands and the Amenities.

6.2 FLEOAI shall maintain the Stormwater Facilities in accordance with the recommendations of the approved Stormwater Management Plan and pursuant to the subdivision agreement with the City of Ottawa.

6.3 FLEOAI shall maintain commercial general liability insurance for the Common Amenity Lands in an amount the Board considers reasonable.

7. Status Certificate

Upon written request by an Owner, a prospective purchaser or a mortgagee of a Lot, and payment of a reasonable fee set by the Board, FLEOAI shall within ten (10) business days provide a status certificate stating:

- (a) the Assessments levied for the Lot and the dates they are payable;
- (b) all amounts owing for the Lot as of the date of the certificate, including interest and costs;
- (c) any breach of this Agreement or the Rules for which written notice has been given and which remains uncorrected; and
- (d) whether the rights under section 2 for the Lot are currently suspended.

FLEOAI is bound by the status certificate as against any person who relies on it in acquiring or taking a mortgage of the Lot, and no amount or breach not disclosed in it may be asserted against that person.

8. Rules

The Board may make, amend and repeal Rules governing the use of the Common Amenity Lands and the Amenities, including their hours of use, guests, pets, watercraft, docks and safety.

9. Suspension Procedure

9.1 Before suspending rights for a breach, FLEOAI shall give the Owner written notice describing the breach and allowing a reasonable time, not less than fifteen (15) days, to correct it.

9.2 During a suspension FLEOAI may deactivate access credentials, withhold or cancel dock and watercraft permits, refuse entry to any facility on the Common Amenity Lands for the Lot concerned, or take any other action in relation to the Common Amenity Lands it considers appropriate.

9.3 A suspension does not release any Owner from any amount owing, and rights are restored as soon as every amount owing for the Lot is paid and every breach is corrected.

10. Developer Provisions

10.1 All decisions about the timing, design, location, construction and materials of the Amenities are at the sole discretion of the Developer until the Amenities are transferred to FLEOAI.

10.2 The Developer gives no warranty of any kind for the Common Amenity Lands, the Amenities or any fixtures or personal property transferred to FLEOAI, but on transfer may assign to FLEOAI the warranties of its contractors and subcontractors, which FLEOAI may enforce.

11. Use at Own Risk

To the extent permitted by law, each Owner and every person using the Common Amenity Lands through an Owner does so at their own risk, and FLEOAI is not liable for any loss or injury arising from that use.

12. Disputes

Any dispute arising under this Agreement, other than the collection of an undisputed amount, shall be resolved by arbitration under the Arbitration Act, 1991 (Ontario) before a single arbitrator.

13. Registration

13.1 The parties consent to the registration of notice of this Agreement against title to each Lot and the Common Amenity Lands.

13.2 The easement in section 2 is appurtenant to each Lot and passes automatically with title on every transfer of the Lot, without any transfer, assignment or other document. FLEOAI may, but need not, register a single transfer of easement in the terms of section 2 against the Common Amenity Lands in favour of all Lots and the Phase 2 Blocks.

13.3 Notice of this Agreement shall be registered against the Phase 2 Blocks, and the parties intend that it continue against the title to every lot created from them.

14. Term

The easement in section 2 is granted in perpetuity, and this Agreement continues in force for so long as that easement subsists.

15. Amendment

This Agreement may be amended only by written agreement of FLEOAI, approved by the owners of not less than two thirds of the Lots and, while the Developer owns any Lot, by the Developer, and the amendment may be registered as a notice against the Lots and the Common Amenity Lands.

16. General

16.1 If any provision of this Agreement is held invalid or unenforceable, it is severable and the remainder of this Agreement continues in full force.

16.2 This Agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators, successors and permitted assigns.

16.3 Notices to an Owner may be delivered to the Lot or to the last address the Owner has given to FLEOAI.

16.4 This Agreement is governed by the laws of Ontario.

16.5 This Agreement may be signed in counterparts and by electronic signature.

IN WITNESS WHEREOF the parties have signed this Agreement.

9287043 CANADA CORPORATION

Per: _____

Name: _____

Title: _____

I have authority to bind the corporation.

FOREST LAKE ESTATES OWNERS ASSOCIATION INC.

Per: _____

Name: _____

Title: _____

I have authority to bind the corporation.

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

x_____

x_____

PURCHASER

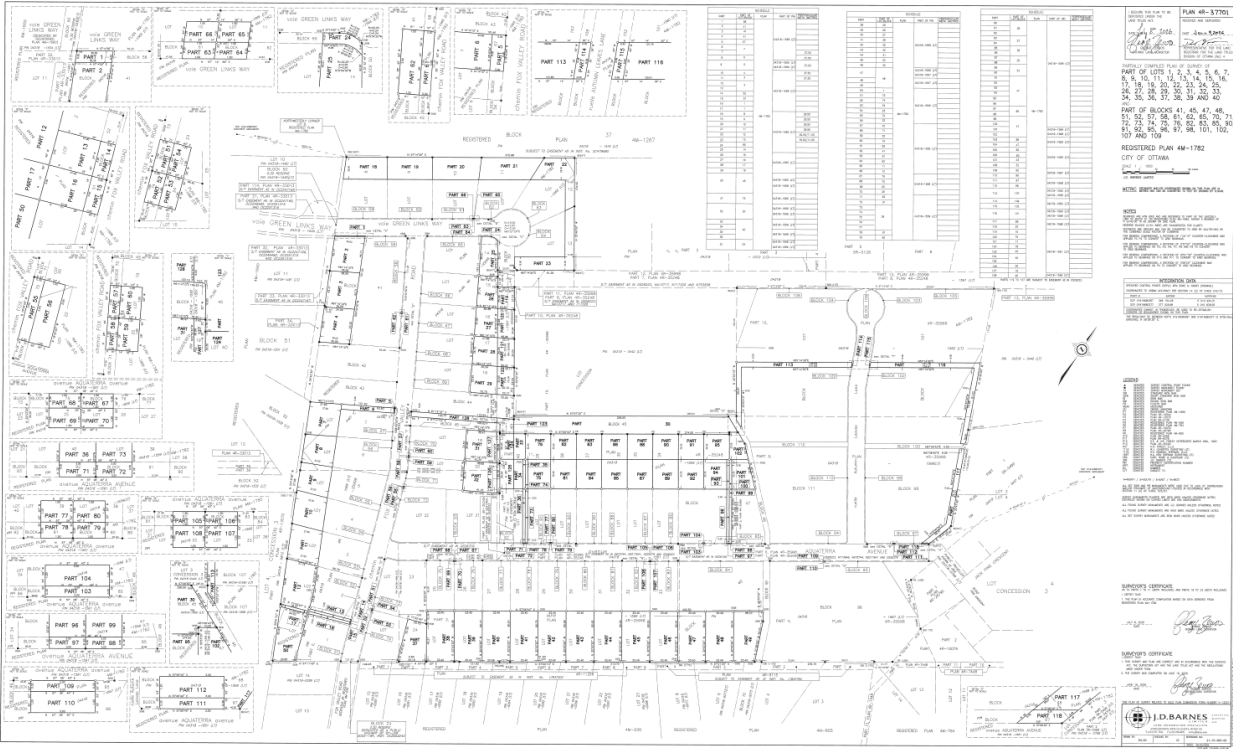
PURCHASER

Initials

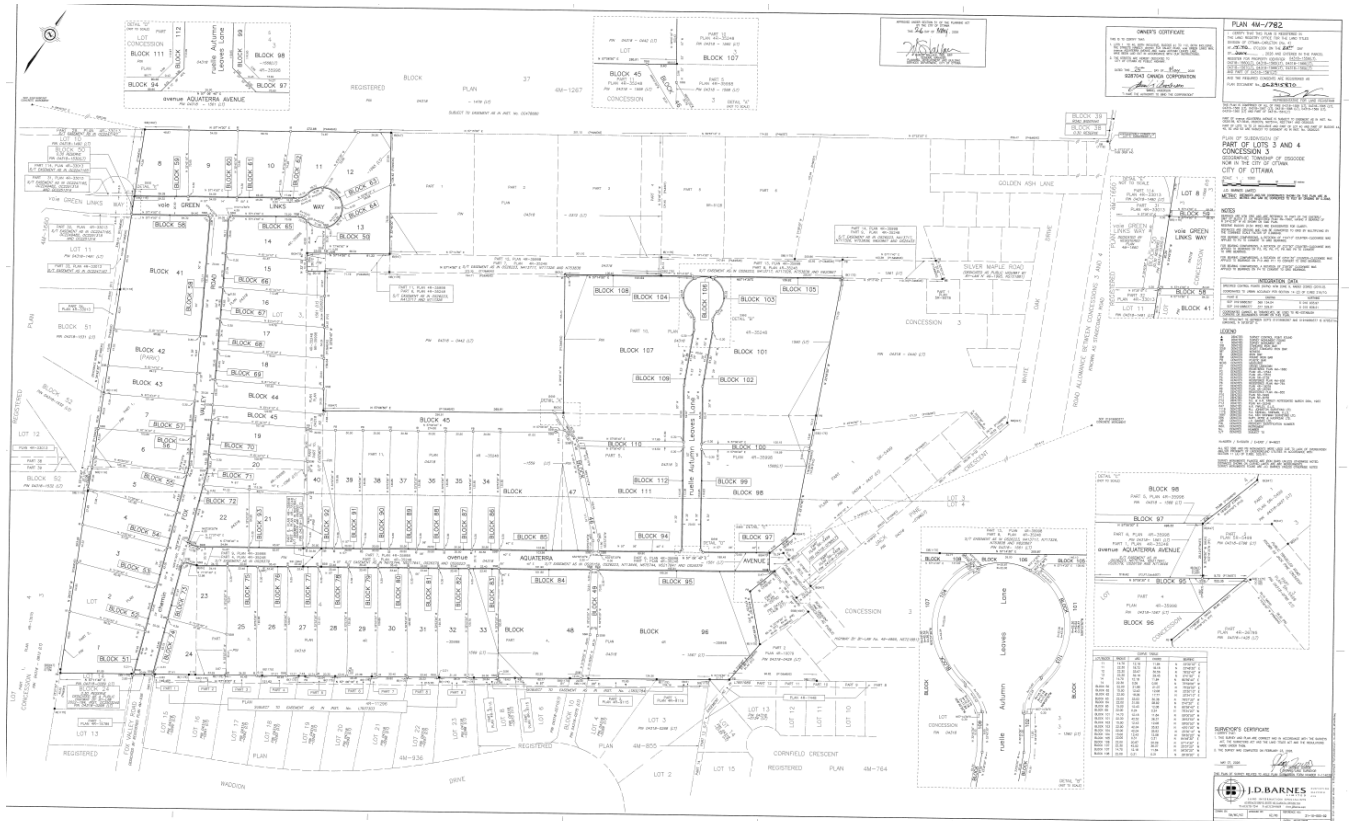
SCHEDULE A: INITIAL RULES FOR THE COMMON AMENITY LANDS

- (a) No motorized watercraft of any kind, including remote controlled watercraft, shall be operated on any lake or pond on the Common Amenity Lands, except by the Developer, FLEOAI or their appointees for maintenance, weed removal or other activities approved by the Board.
- (b) No unlicensed vehicle, all-terrain vehicle, snowmobile or motorized trail bike shall be operated on the Common Amenity Lands, except by FLEOAI or its appointees for maintenance.
- (c) No dock, boathouse or raft shall be installed on the Common Amenity Lands or in any lake or pond on them without the written approval of 9287043 Canada Corporation or, once this authority has been assigned to it by 9287043 Canada Corporation, FLEOAI.
- (d) Pets on the Common Amenity Lands shall be kept on a leash and under control, and their waste shall be removed immediately.
- (e) No snow, grass cuttings, landscape waste or other material shall be dumped on the Common Amenity Lands.
- (f) Guests shall be accompanied by a member of the household of an Owner whose rights are not suspended.

SCHEDULE "DE"



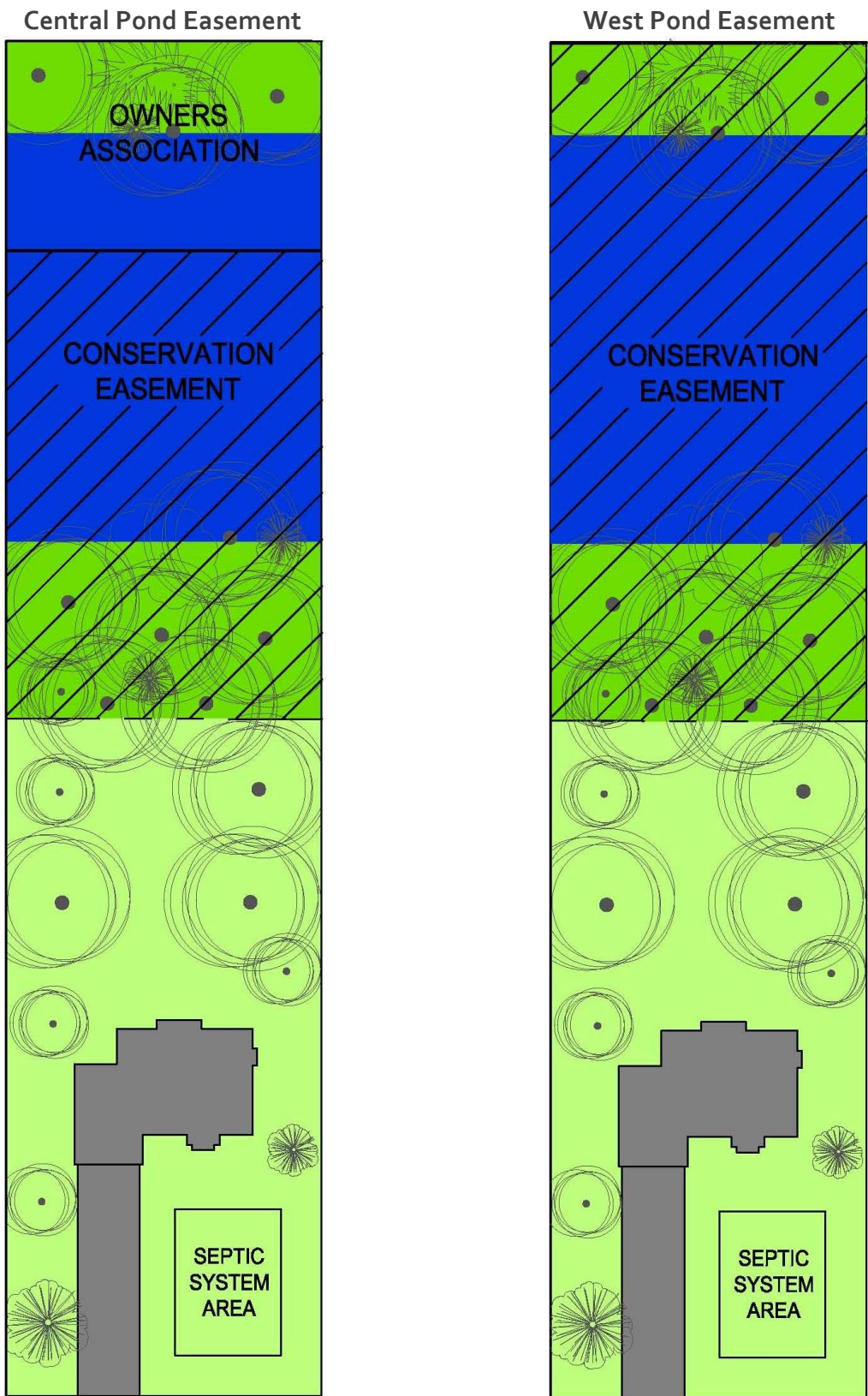
SCHEDULE "M"



Initials

SCHEDULE PO
POND OWNERSHIP

Where a lot contains a contiguous water feature known as central pond and west pond, the ownership of that portion of the lot will be subject to an easement in favour of the municipality for the purpose of stormwater retention and in favour of the owners association for the purposes of maintenance access and recreational use. The central pond will have common access across the water feature for abutting landowners, as well as the owners association subject to the rules established by the owners association through the block shown on the draft plan as 76. The west pond will have common access across the water feature by the owners of the lots abutting the pond. A buffer of natural vegetation around the pond will be encouraged. A small dock and a small access area to access the pond may be permitted subject to design review approval. Removal of vegetation around the pond perimeter will be discouraged.



SCHEDULE T

TREE PLANTING AND CONSERVATION PLAN

Tree planting and conservation will be undertaken on a lot-by-lot basis using the following guidelines pursuant to the approved Environmental Impact Statement:

- 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. Figure 2 provides the conceptual lot design for a lot with a water feature easement.

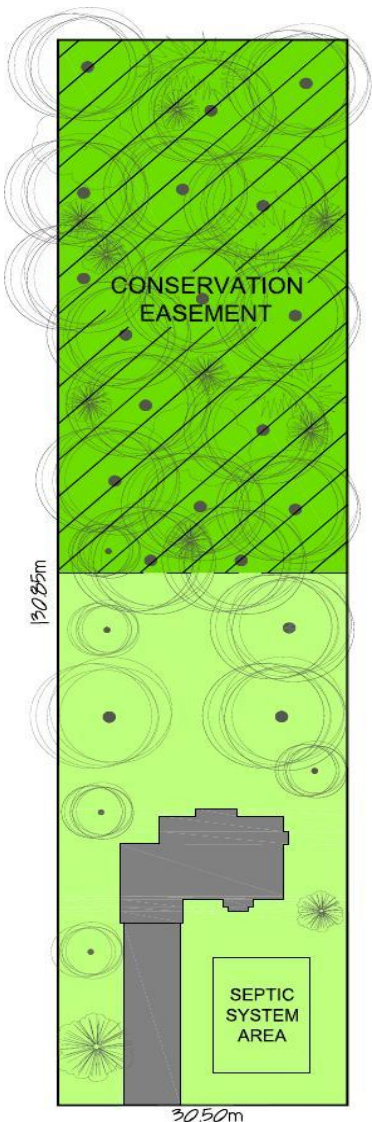


Figure 1

- 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 No tree in excess of 100mm in diameter can be removed after construction of the home except for driveway, septic, and living area. No trees in the conservation easement area can be removed except with written consent of the Owners Association.
- 3. Tree conservation and planting guidelines:
 - a. Maintaining existing trees:
 - Retain all existing trees whenever possible on the developable portion of the lot. 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.

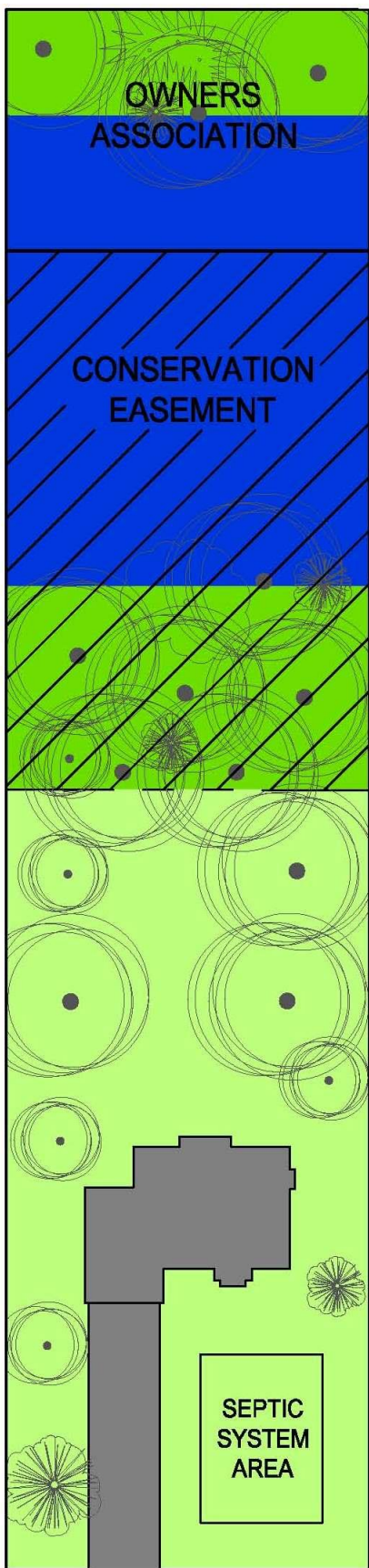


Figure 2

- 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.
- 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.
- The lands will also be subject to allowable uses and restrictions pursuant to the zoning bylaw approved prior to final registration of the final plan of subdivision. Each lot in the subdivision will have provision for approximately .2 ha of developable area for the home, driveway, septic system and rear yard. The balance of the lot will be subject to the restrictions noted above for tree conservation.

Where a lot contains a contiguous water feature known as central pond and west pond, the ownership of that portion of the lot will be subject to an easement in favour of the municipality for the purpose of stormwater retention and in favour of the owners association for the purposes of maintenance access and recreational use. The central pond will have common access across the water feature for abutting landowners, as well as the owners association subject to the rules established by the owners association through the block shown on the draft plan as 76. The west pond will have common access across the water feature by the owners of the lots abutting the pond.