

## **SCHEDULE B**

### **FOREST VIEW ESTATES SUBDIVISION**

#### **BUILDING COVENANTS AND RESTRICTIONS**

The following covenants shall be deemed to be incorporated in all contracts for sale and in all transfers from the Owner with the express intent that they shall be covenants running with the lands for the benefit of the lands in the subdivision as a building scheme:

(a) the Transferee for himself, his heirs, executors, administrators, and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grade control plan, without the written consent of the Director of Operations. In addition the transferee agrees to maintain that part of its lands subject to a drainage easement free of buildings or other structures or new shade or ornamental trees.

(b) the Transferee covenants and agrees not to apply to sever his lot, acknowledging that the planned nature of the subdivision is based on the approved number of lots and the creation of additional lots is not in keeping with the planned nature of the development. Furthermore, any splitting of these lots, if permitted in the zoning by-law will, among other considerations, depend on the hydrogeology/terrain analysis study and any addendum thereto, prepared for the subdivision, being reviewed by a qualified hydrogeologist to advise whether such splitting should be permitted or under what conditions.

(c) the Transferee covenants and agrees to advise all prospective purchasers that the installation of any open collector or closed loop ground source heat pump is subject to government approvals and must be installed, managed and operated in accordance with all federal, provincial and municipal laws, regulations, guidelines and by-laws.

(d) Transferee covenants to deliver to each prospective purchaser, prior to the execution of the Agreement of Purchase and Sale, a copy of the Covenant Agreement to be registered at the same time as the Subdivision Agreement.

(e) the Transferee agrees that if any damage is caused to any of the works located on land within the plan of subdivision of which the lands herein described form part as the result of any act or omission on the part of the Transferee, the Transferee shall repair such damage or be proceeding diligently to repair such damage within a period of seven days after notice from the City, and the Transferee agrees that in default thereof the City may enter upon the land for the purpose of so doing and may recover the cost thereof together with an amount equal to 15% of that cost as a fee for supervision and an

amount equal to 10% of that cost as a fee for administration, all as municipal taxes under Section 326 of the Municipal Act.

(f) The Transferee acknowledges that the City shall not be under any obligation to issue a building permit and that he is not entitled to a building permit until the road in front of the lot has been brought to within 100 mm of profile grade (top of asphalt), the road has been connected by roads of a similar state of completion to the City road and such drainage work as is specified by the Grading, Drainage and Engineering Plans has been completed. The Transferee further acknowledges that the first lift of asphalt shall be completed within two (2) years of registration of the subdivision and the second lift within three (3) years.

(g) The Transferee acknowledges that the City requires that an automated photocell-operated or switch-controlled lawn lamp shall be installed within two (2) metres of the front lot line of each lot (subject to variation to be approved by the Director of Operations should physical constraints be present) in accordance with specifications approved by the Hydro Electric Power Commission of Ontario. Power to service the lamps on each lot shall be provided from the power supply of the dwelling unit to be constructed on each lot, which power shall be supplied at the expense of the Owner of the dwelling unit. The Owner of the dwelling unit shall maintain and keep in working order and regularly lit every night the said lawn lamp, including carrying out the replacement of bulbs and the repair of the line if such is damaged. Occupancy will not be permitted until the lawn lamp is installed.

(h) The Transferee covenants and agrees to make the lots suitable for the installation of sewage systems prior to or at the building permit stage to the satisfaction of the Ministry of the Environment or its agents in accordance with Ontario Regulation 374/81 made under the Environmental Protection Act.

(i) The Transferee covenants and agrees to construct and locate wells in accordance with recommendations in the hydrogeological report attached as Schedule "U" to the Subdivision Agreement.

(j) The Transferee covenants and agrees that wells shall be located and constructed in accordance with the specifications in the "Terrain Analysis and Hydrogeological Study" and all addendums and acknowledges that best results would be obtained by hiring a consultant to supervise well construction. Failure to construct wells according to the "Terrain Analysis and Hydrogeological Study" and all addendums will likely result in unacceptable water quality.

(k) The Transferee covenants and agrees that cable tool drilling is required to define the shallow water bearing zone which the consultants have demonstrated as having acceptable water quality. Rotary drilling methods were incapable of locating the shallow zones.

(l) The Transferee covenants and agrees that wells shall be kept to a depth of less than 50 m to minimize risks of encountering mineralized groundwater. Under no circumstances shall wells exceed 100 metres in depth.

(m) The Transferee covenants and agrees that the pumping test indicates that the aquifer below the site is variable. Additional storage facilities may be required.

(n) The Transferee acknowledges that the City does not guarantee nor warrant the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City bears no responsibility, financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the home owner.

(o) The Transferee acknowledges that accommodations problems exist in the Carleton Board of Education schools designated to serve this development and that these problems are currently being addressed through the use of portable classrooms at local schools or by directing students to schools outside their community.

(p) The transferee acknowledges that the City shall not be under any obligation to issue a building permit and that he is not entitled to a building permit until development charges have been paid to the City.

(q) The Transferee covenants and agrees to supply and install driveway culverts, if required, or to pay the City to install and construct the culvert, and the Transferee shall be required to apply for and pay for an entrance permit prior to being issued a building permit.

(r) Notwithstanding the statements made in the Hydrogeological Study attached hereto as Schedule "U", the City does not guarantee:

(i) that the quality or quantity of the groundwater will be adequate;  
or,

(ii) that it will provide the cost of solutions to any groundwater problems that may arise.

(s) The Transferee acknowledges that applications for a building permit, for any lot in the subdivision, shall be required to provide a lot grading plan prepared by a person deemed by the Director of Operations to be qualified, verifying that the proposed grades meet the overall approved lot grading plan and building permit site plan. As a condition of occupancy, a person deemed qualified shall certify that "as built" grades meet the intent of the proposed lot grading plans in the opinion of the Director of Operations.

(t) The Transferee covenants and agrees to provide and place in a conspicuous position

on the lot or on the building or structure on the lot, a street civic address number as designated by the Director of Operations that is clearly visible from the street in front of the said building or structure. It is acknowledged that prior to occupancy the Transferee shall place such number as designated on the buildings or structures.

(u) The Transferee covenants and agrees to save from destruction during construction, where possible, all trees and shrubs existing on the lots.

### **ADDITIONAL CLOSING PROVISIONS**

The Purchaser agrees to the following:

Section 1.01 Purchaser's Works. The Purchaser shall be responsible at its own cost, for the completion of the following in accordance with the Subdivision Agreements:

- a) The sodding and/or seeding of each Lot and the paving of driveways, if applicable. The Purchaser accepts the Lot at current grade and "as is" ;
- b) Services and utility connections from the Lot line and the construction of utility works from the Lot line to the building units;
- c) Obtaining of any and all approvals and inspections required from Ottawa relating to the obtaining of building permits;
- d) Damage, if any, caused by the Purchaser's construction activity to all services, municipal or otherwise, constructed by others including, but not limited to: trees, road works, survey bars and stakes. Notwithstanding anything herein to the contrary, upon completion of construction, grading and sodding and/or seeding of all the Lots, the Vendor and Purchaser shall arrange for the inspection of the Lots by an Ontario Land Surveyor to determine what survey bars and stakes requires replacement. The Vendor and Purchaser shall share the cost of such replacement.
- e) Damage, if any, caused by the Purchaser's construction activity to road sub-grades, road sub-base, asphalt, sidewalks, street lights, utilities, hydro and Bell structures and plant, all constructed by others;
- f) Cleaning of all lands adjacent to the Real Property if debris is caused by the Purchaser;
- g) Maintaining at all times existing Ottawa roads free of dirt and debris caused by the Purchaser's construction activity and strictly adhering to any requests by the Vendor or Ottawa officials in this respect;

- h) Provision of temporary hydro and Bell services from the perimeter of the Real Property from the Closing Date until the permanent distribution systems are installed;
- i) Generally complying with all the standard provisions of the Subdivision Agreements as they relate to matters within the perimeter of the Lots comprising the Real Property and adjacent boulevards within the Plan of Subdivision;
- j) All hedges, entrance culverts and lawn lights, if applicable;
- k) All dwelling unit construction features required pursuant to any noise study undertaken as a requirement of any Subdivision Agreement (i.e air-conditioning, window treatment, etc.), except for any fencing requirements which shall be the Vendor's responsibility; and
- l) All landscaping (not including tree planting and boulevard landscaping) required by the Subdivision Agreements related to the Real Property.

Section 1.02 Grading and Sodding The Vendor represents and warrants that an approved Grade Control Plan shall be entered into with respect to the Plan of Subdivision containing the Lots. The Purchaser shall accept the Lots at current grade.

a) The Purchaser shall apply for and obtain grade control plans from the Vendor's engineer before commencing building operations on any of the Lots and adhere to the same, and be responsible for maintaining and establishing the grades and drainage in accordance with the grades, elevations and levels required by Ottawa and provisions of the Subdivision Agreements.

Section 1.03 Subdivision Agreements Subdivision Agreement. The Purchaser covenants and agrees to fulfill at its expense the requirements of any subdivision agreements between the Vendor and the City of Ottawa now registered or to be registered against title to the Real Property (herein called the "Subdivision Agreements") save as to any requirements which, by the terms of this Agreement, are to be fulfilled by the Vendor. The Purchaser shall not breach any provisions contained in the Subdivision Agreements as they relate to the Real Property, the buildings to be constructed thereon and the grading with respect thereto.

Section 1.04 Development Fees. The Purchaser shall pay any lot levies including water and sewer levy now in existence or which may hereafter be imposed or charged by any paramount authority, including Ottawa Development Charges, Ottawa Hydro Development Charges, School Board Development Charges for all Lots for which building permits are to be issued. In the event that any or all such charges have been prepaid by the Vendor the Purchaser shall reimburse the Vendor for same on the Closing Date.