

SCHEDULE "A" – RESTRICTIVE COVENANTS (Registered on title)

1. Protection of Subdivision

- (a) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on his part, the Director, Infrastructure Services may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the General Manager, Planning and Growth Management may cause the damage to be repaired and shall recover the costs of the repair plus 30 percent of the cost for supervision and 30 per cent of the cost for administration under the *Municipal Act, 2001, S.O. 2001, c.25* as amended in like manner as municipal taxes.
- (b) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not request nor will the City be required to issue a building permit(s) until all requirements with respect to underground Works, road base course and first lift of asphalt on which such land fronts have been carried out and have received approval of the Director, Infrastructure Services; such road has been connected by roads which are, at least, at a similar stage of completion, to the overall City road network and until the whole or such portion of the mass earth moving or general grading as the Director, Infrastructure Services deems necessary has been completed and approved. However, building permits may be issued if, in the sole opinion of the General Manager, Planning and Growth Management, the aforementioned Works are proceeding satisfactorily, in which case, the Transferee shall not occupy nor permit the building(s) to be occupied except with the written consent of the Director, Infrastructure Services on being satisfied that the aforementioned Works are being carried out and Acceptance has been given to the aforementioned Works.
- (c) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees to insert a clause in all agreements of purchase and sale recommending that the purchaser direct roof leaders to pervious areas where sufficient areas are available. Grassed areas receiving roof run-off should be at least equal to the contributing roof area, all of which shall be to the satisfaction of the Director, Infrastructure Services.
- (d) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established final Drainage and Grading Plan, without the

written consent of the Director, Infrastructure Services, and further the Purchaser will maintain any such alterations approved by the Director, Infrastructure Services.

- (e) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not plant poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (i.e. Silver and Manitoba) or other species as may be determined by the General Manager, Planning and Growth Management within the lands to which this Agreement applies nor adjacent lands in its ownership.

2. **Driveway Locations**

No driveway may be located within 3 metres of an existing hydrant or within 1 metre of any utility pedestal or transformer. Driveways must be located as per Vendor's Plans and cannot be moved.

3. **Grade Control and Drainage**

The City of Ottawa may at any time enter upon the lands for the purposes of inspection or restoration of the established Grade Control Plan and the cost of the city in performing any restoration work shall be paid to the City by the Owner of the lands upon which such restoration work was performed, within thirty (30) days of demand therefore by the City and failing payment as aforesaid the cost shall be added to the tax roll and collected in like manner as municipal taxes. The express intent of this covenant is that the same shall run with the lands and will benefit all lands within the Subdivision by providing proper and adequate drainage.

4. **No Dumping**

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

5. **Setback Requirements**

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

6. **Tree Planting and Conservation Plan**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the recommendations contained in the Manotick Estates Phase VI, 5599 First Line Road, City of Ottawa, Street Tree Planting Plan, Drawing L1, prepared by

Dala, Douglas Associates, dated August 19, 2010, revised September 29, 2010 and Manotick Estates Phase VI 5599 First Line Road, City of Ottawa, Street Tree Planting Plan, Drawing L2, prepared by Dala, Douglas Associates, dated August 19, 2010, revised September 29, 2010, copies of which have been provided to the Transferee, are to be implemented by the Transferee.

The Owner agrees, where possible, to protect and preserve all mature and healthy trees within residential lots, streetscapes and residual spaces. The grading and landscape plan shall be designed in coordination so that the maximum amount of mature trees can be protected and preserved. The existing elevation is to be provided at the base of each tree or at the edge of tree groupings and the means of protecting trees shall be detailed on the final landscape plan.

7. **Fish Habitat**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that Mud Creek is fish habitat and that it is protected under Section 35 of the *Fisheries Act*. No person shall undertake any works on or adjacent to waters containing fish habitat that may result in the harmful alteration, disruption or destruction of fish habitat.

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that Mud Creek and its tributaries (the drainage features of the Subdivision) are subject to the Rideau Valley Conservation Authority's "*Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses*" Act, R.R.O. 1990, C. 27. The regulation requires that the owner of the property obtain the written approval of the conservation authority prior to undertaking any works that would result in an alteration to the channel of a watercourse. Any applications received in this regard would be assessed within the context of approved policies for the administration of the regulation, including those for the protection of fish habitat.

8. **Well Certification Requirements**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the well construction, including test wells, are to be in accordance with the recommendations of the approved Final Hydrogeological Assessment, Manotick Estates Phase VI, Ottawa, Ontario prepared by TROW Associates Inc., dated October, 2006 and that certification by a Professional Engineer or a certified well driller will be provided to the Rideau Valley Conservation Authority who will indicate satisfaction with the well certification prior to final inspection by the City of Ottawa in order to permit occupancy of buildings.

9. **Sewage and Well Water Systems**

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

- 9.1 to implement the recommendations contained in the report entitled "Final Hydrogeological Assessment" Manotick Estates Phase VI, Ottawa, Ontario, TROW Associates Inc., October, 2006.
- 9.2 that the proposed lots will be serviced by individual Class IV sewage disposal systems designed according to the Ontario Building Code. The leaching beds will be partially or fully raised depending on site specific soil conditions. The design of septic leaching beds shall be carried out on a lot by lot basis with test holes excavated to confirm the actual subsurface conditions in the area of the leaching beds;
- 9.3 that Part 8 (Sewage Systems) of the Ontario Building Code allows for the installation of sewage system treatment units that are capable of producing secondary and tertiary effluent quality. Treatment units may benefit the homeowner depending on the site specific conditions since the associated leaching bed area will be smaller. Treatment units also have the added benefit of reducing the potential nutrient and contaminant impact on groundwater;
- 9.4 that the layout of development on the lot must be planned to ensure that all applicable setbacks from lot lines, structures, wells, septic systems etc. can be achieved. Any future uses (swimming pools, decks, patios, gazebos, sheds, etc.) must be accounted for to ensure that there are no conflicts with the setbacks for the well and septic system. The installation of a swimming pool and/or accessory structures will not be possible if the minimum setbacks cannot be provided;
- 9.5 that a minimum setback allowance of 40 metres from Mud Creek will be required for all septic leaching beds for phosphate attenuation. This setback is satisfactory for phosphate attenuation purposes only and is based on site specific factors including soil depth, soil type, slope and vegetation cover;
- 9.6 that all septic systems shall be constructed east of the 30 metre buffer from the inferred limit of esker line established by the City of Ottawa (labeled as "Septic Buffer Zone" on Figure 3 entitled "Lot Services Plan in the Final Hydrogeological Assessment Manotick Estates Phase VI, Ottawa, Ontario: TROW Associates Inc., October, 2006);
- 9.7 that all water wells which are drilled within the Subdivision shall be constructed in accordance with Ontario Ministry of the Environment regulations. The steel casing shall be set a minimum of 2 metres into competent bedrock or to 6.3 metres in depth, whichever is greater. The entire annular space between the casing and the overburden/bedrock should be filled with a suitable cement or bentonite grout;
- 9.8 that due to elevated levels of hardness in the water samples obtained from the test wells water softening by conventional sodium ion exchange may be required.

Residents are advised that this type of treatment may introduce relatively high concentrations of sodium into the drinking water, which may be of concern to persons on sodium restricted diets. Consideration should be given to the installation of a separate faucet which by-passes the softener, for drinking water purposes;

- 9.9 that groundwater source open loop heat pumps are not permitted within the Subdivision.
- 9.10 to follow a well management program to minimize the potential for contamination of the groundwater supply. The Transferee is to consult the guides "How Well is your Well" and "Water Well Best Management Practices" which are available from the Landowner Resource Centre and the City of Ottawa; and
- 9.11 to have the sewage disposal system inspected regularly and to follow a sewage system management program to minimize the risk of failure and impact to the groundwater. The Transferee shall consult the guides entitled "Septic System Do's and Don'ts" and "Septic Smart" which are available from the Landowner Resource Centre and the City of Ottawa.

10. **Septic System – Lots 12 – 15 inclusive**

The Transferee of Lots 12 to 15 inclusive, for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a septic system on his lot is not permitted within 30 metres of the rear lot line in order to protect the function of the Esker feature.

11. **Quality and Quantity of Groundwater**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that the City of Ottawa does not guarantee nor warrant the quality or quantity of the groundwater and that if, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner.

12. **Geotechnical**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised of a geotechnical report prepared on behalf of the transferor and filed with the Municipality and that it is the Transferees responsibility in any development to consult a Geotechnical Engineer for recommendations for construction on lots.

13. **Sodium Levels**

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

14. **Fences**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that he must maintain in good repair the fences as constructed by the owner/developer along the boundary of his property, to the satisfaction of the Director, Infrastructure Services. The Transferee further agrees to include this clause in any future purchase and sale agreement.

15. **Boulevards**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and covenants to maintain the Boulevard in front of his lot.

16. **Pedestrian Walkways – Lots 24 to 30 inclusive**

The Transferee of Lots 24 to 30 inclusive for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that his lot is adjacent to a 3 metre pedestrian walkway within the Mud Creek corridor (Block 31). The Transferee of Lots 24 and 25 acknowledges being advised that his lot is also adjacent to a 6 metre wide walkway (Block 34).

17. **Building-Lot Use Restrictions:**

- 17.1 The Purchaser covenants and agrees that no building, or other structure shall be commenced, constructed or maintained on the said lands, until the plans, specifications and siting plan showing the nature, location, colour, materials height and approximate cost of any such building, or other structure and any additions or alterations thereto shall have been submitted to and approved in writing by Leimerk Development Ltd., its heirs, executors, administrators, successors and assigns, who may in its discretion refuse to approve of any such plans, specifications or siting plan, which in its opinion are unsuitable or undesirable. In approving such plans, specifications and siting plan, Vendor, its heirs, executors, administrators, successors and assigns, may take into consideration, the Architectural Guidelines provided for in Schedule B attached hereto, the material and colour of all roof, exterior walls, woodwork, windows, hardware and lighting fixtures, fencing, paving and landscaping details proposed and the harmony thereof with the surroundings and the effect of the structures as

planned on the outlook from adjacent or neighbouring properties. No dwelling unit shall be erected on the said parcel of land or any part thereof which shall have an area of less than 2,500 square feet of livable space excluding attic and basement and in addition nothing less than a two (2) car attached garage.

- 17.2 The Purchaser covenants and agrees that construction of a residence upon the said lands, paving of the driveway and sodding of the lot, to the satisfaction of the Vendor shall be completed within twenty-four (24) months from the date of closing of the transaction of purchase and sale. Failure to so complete construction (including exterior cladding, trim and painting) shall, without further documentation, create an irrevocable option to purchase in favour of the Vendor by sending written notice of exercise of option by registered mail to the registered owner of the said lands at the address contained in the last revised assessment roll or by personal delivery to the said registered owner, at any time within sixty-two (62) months of the date of closing. The consideration payable by the Vendor to the Purchaser (subject to the usual adjustments) is the purchase price less 20% and the said transaction of reconveyance to the vendor shall have a closing date which shall be on or before the ninetieth day following the date of mailing or personal delivery of the notice aforesaid, excluding the day of mailing or delivery, as the case may be. The Purchaser(s) shall discharge all existing mortgages and encumbrances at his own expense.
- 17.3 The Purchaser covenants and agrees that no signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the said lands or buildings thereon for sale or rent) shall be placed on any part of the said lands or upon or in any buildings or on any fence, tree or other structure on the said lands.
- 17.4 The Purchaser covenants and agrees that no motor vehicle, other than private passenger vehicles, nor boats or watercraft of a length exceeding fifteen (15) feet, shall be parked upon the said lands or any part thereof unless concealed in a wholly enclosed garage.
- 17.5 The Purchase covenants and agrees that no major repairs to any motor vehicle, boat or watercraft shall be effected save within a wholly enclosed garage.
- 17.6 The Purchaser covenants and agrees that no trailer with living, sleeping or eating accommodation shall be placed, located, kept or maintained on the said lands or any part thereof unless concealed in a wholly enclosed garage.
- 17.7 The Purchaser covenants and agrees that all wiring for the lawn lamps and public utilities, including cablevision, to be installed on the said lands, shall be underground wiring.
- 17.8 The Purchaser covenants and agrees to maintain the boulevard in front of the lot, to construct driveways strictly in accordance with the location of the Vendor's

plans and that septic systems and well locations must be in accordance with Vendor's plans and cannot be changed.

- 17.9 The Purchaser covenants and agrees that within 30 days of substantial completion of the building upon any lot of the Purchaser to provide the Vendor with a copy of a complete lot as-built plans.
18. The Purchaser acknowledges and agrees that to ensure compliance with agreements made by the Vendor with the City of Ottawa and utilities, the Vendor, its agents, successors and assigns may be required to enter upon the Real Property to perform any work that the Vendor is required to perform pursuant to these agreements and the Purchaser consents to provide such access.

SCHEDULE "B" - ARCHITECTURAL GUIDELINES

The following design guidelines have been formulated to ensure a high standard of residential design and neighbourhood quality. The following information is meant to assist applicants in preparing submissions for review and approval. Applicants are encouraged to submit preliminary design proposals for consideration prior to a formal application.

The design guidelines are divided into three major subdivisions.

A. Grouping

1. Grouping: Four to six houses constitute a grouping. Each dwelling unit must relate to "one out of four" or "one out of six" rather than one out of an indefinite number. Similar house types must be separated by not fewer than four other houses with the four house lots taken as a radius in all directions. Similarity shall be determined by the vendor having regard to massing, form, detailing and finishing, to the intent that a varied streetscape shall be created.
2. Architectural Styling: Acceptable architectural styles are traditional, such as Colonial, Tudor, Georgian, as well as modern. Volume and massing considerations include single story, two story, side-split and back-split.
3. Roofs: All rooflines on a street shall be kept simple and clear exhibiting a "clarity of form". Dwelling units shall be oriented so that the roofs slope to the street, or has exposed gable end. Units shall be designed with hip, gable, shed or mansard type roof system or some combination thereof.
4. Siting: Review general orientation.

Front Yard: Units should have varying front yard setbacks to create a progression of wide and narrow spaces and to create sub-groups or clusters within overall groups.

Side Yards: Consider off-center setting to make side yard usable. Consider house parallel/perpendicular to street/side lot lines and that the houses in a group are parallel/perpendicular to each other.

Corner Siting: Both street frontage elevations must be treated as principal or "street" elevations. Significant and relatively equal articulation, window area and trim materials are expected on both elevations. The dwelling unit must relate to two groups. The driveway must be located as far as possible from the intersection and preferably on the minor street.

5. Exterior Building Materials: Natural building materials, that is wood, natural stone, brick masonry, shall predominate on all exterior elevations. At the sole option

and with the consent of the Vendor, non-natural building materials may be used on the exterior sides and rear of a building provided that it does not comprise more than 10% of the side and rear exterior wall surface area. Pre-finished metal shall be permitted for fascias and soffits. As a general rule, no more than two basic materials are to be used on a dwelling unit. Principal finishing materials must be used equally over all elevations. An attempt should be made to use house designs which incorporate a high enough level of three-dimensional articulation (modeling) so as to avoid the use of tack-on battens or trim piecemeal.

General Notes:

- (a) If battens or trims of any type are used: in conjunction with any siding materials, they must be used equally on all elevations.
 - (b) Where brick or stone veneer is used, the veneer must continue around the side elevations.
6. **Focal Elements Other than House:** Review of the following components in relation to groups of houses, rather than individual houses is desired.
- (a) Garages
 - (b) Driveways
 - (c) Walks
 - (d) Trees, rocks
 - (e) Grading
 - (f) Fencing, enclosed patios
 - (g) Landscaping, existing and proposed
 - (h) Retaining walls (texture) – fit into curving form of ground.
7. **Other Unifying Elements:** Review of the following components in relation to groups of houses, rather than individual houses is desired.
- (a) Floor lines, sill lines, door heads
 - (b) Consistent eave lines
 - (c) Spacing of columns, panels, windows
 - (d) Variety by interchanging parts without destroying logic of whole group
 - (e) Interchangeable modular elements
 - (f) Openings and solids reflecting different variations of basic plan

B. HOUSE DESIGN

1. **Size:** Dwelling units shall have a minimum living area size of 2,500 square feet. This measurement is taken from inside face of drywall to inside face of drywall and excludes garages and basements.
2. The dwelling unit shall have nothing less than a two car attached garage.

3. The dwelling unit must have a good quality design automatic photo cell operated law lamp at the edge of each laneway. This installation is in accordance with the conditions, covenants and restrictions as attached to the Agreement of Purchase and Sale.
4. Sitings: Preserve as many of existing trees as possible and maintain existing grades at trees. The transition in grade from lot to street should be gradual, not forced.
5. Houses: All elevations to be designed, whatever architectural style is chosen. It is required that it is done well and that its character is maintained throughout all aspects of design, i.e. traditional – from its form and volumes to details and colours.
6. Types of Attributes Considered in Design Review Are:
 - (a) The house as part of the streetscape, suitability of house to streetscape: Is the house similar in style and character to the neighbouring houses without imposing itself, either as a monument or misfit, while still retaining visual identity?
 - (b) Balance between community and privacy (i.e. Impact on neighbours): Do entrances, windows and private outdoor spaces face those of other units?
 - (c) Property around the house – Suitability of the house to its site: Does there exist or is there potential for adequate transition from the public street to the private space of the house? This might be in the form of landscape devices (a change in levels), a porch or vestibule.
 - (d) Concern for natural light and shade (only as affects neighbours): Has the house been located on the site so as to take advantage of shade and sunlight where this would be desirable?
 - (e) Exterior surfaces and details: Simplicity – does the exterior of the house avoid excessive materials, details, false ornamentation? Are the materials used faithful to the intended style of the house?
 - (f) Consistency of Design In general, is the design and character of the house consistent on all sides, or is the street façade unrelated to the other walls?
 - (g) Character: Does the house exhibit a strong visual character; does the house have interest or is it bland through the absence of materials, proportions, distinctiveness? Is the main entrance easily identified, strong of character and welcoming in appearance?
 - (h) Specific Aspects: Roof vents other than ridge vents are discouraged as a method of ventilating attic spaces. All efforts should be made to achieve the required ventilation

by means of gable-end vents and/or soffit vents. These vents are to be painted out to match the colour of the background material.

All gas flues are to be located in a common chimney with the fireplace flue. Where no fireplace exists, the gas flue is to be located in order that it will appear as unobtrusive as possible in relation to both its height and also its silhouette against the sky. All gas flues are to be painted out of match the background shingle colour.

Every effort is to be taken to reduce the number of washroom vents occurring on the roof by either stacking of the facilities wherever possible or by the combining of vent stacks into a common vent in the attic spaces.

Where and as permitted by the pertinent utility company, all hydro and gas meters occurring on the outside of the units shall be painted out to match the background brick or siding colour.

C. REVIEW PROCESS

1. Preliminary Design Review: Applicant must submit individual house designs along with a preliminary site plan that has been reviewed with the municipal engineer. Materials and colours should be identified including brick, siding (stain where applicable), shingles, samples or all materials are required. Allow time for plan review so that design changes are possible.
2. Final Approval (Certification of Compliance): The final approval is for general appearance and size only and does not constitute a plan review for compliance with applicable by-laws, codes and agreements. Final submission requires a submission of:
 - (a) 3 sets of drawings
 - (b) 1 copy of approved site plan
 - (c) List of colours and materials used
 - (d) A street elevation reduced to 1/8" = 1' 0".

3. Design Review Checklist:

(a) Site Plan

Building siting

Driveways

Sidewalks, steps, other paved area

Existing Trees

- types
- Existing grades
- Finished grades
- Removal of trees

- Measures proposed to preserve them

Lot grading and drainage

Service lead-ins (storm, sanitary, water, hydro, gas, telephone)

Hydro transformer

Bell telephone vault

Hydrants

Light standards

Hydro and gas meters

Fences and retaining walls – design, height, materials and colours.

(b) Building Divisions

Elevations

Floor Plans

Materials

Colour schedule

Washroom vents

Roof vents/gable vents

Furnace stacks

Details – brick to grade on all elevations

Review of storm doors

Exterior lights

Exterior numbers

4. Site Supervision

Required dwelling units are to be built in accordance with approved drawings and materials.

Any changes affecting exteriors are to be submitted for approval.

NOTE: Materials are to be stored off of the road.

SCHEDULE "C" – NOTICES

The Purchaser acknowledges having received the notices provided for and set out in this Schedule C.

1. The Purchaser acknowledges that a fire hydrant may be located or relocated at any time in front of any lot/block on the Plan of Subdivision to the satisfaction of the Director, Infrastructure Services at the City of Ottawa.

2. The Purchaser acknowledges that no driveway shall be located within 3.0 metres of a fire hydrant and that no objects, including vegetation shall be placed or planted within a 3.0m corridor between a fire hydrant and the curb, nor a 1.5m radius beside or behind a fire hydrant. The Purchaser acknowledges that the driveways shall be built in accordance with the Vendor's plan and cannot be moved.

3. The Purchaser acknowledges that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this Subdivision, which pressures are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.

4. The Purchaser acknowledges and agrees that postal service may be delivered by way of community mail boxes, which shall be located to the satisfaction of Canada Post.

5. The Purchaser of any lot or block fronting on a street in which a sidewalk is proposed to be installed acknowledges that he has been supplied with and reviewed a plan showing the proposed locations, type, size and dimensions within the boulevard of any sidewalk abutting the said lot or block. The Purchaser hereby acknowledges signing a copy of the said plan as confirmation that he has reviewed the plan and is aware of the contents of the plan. The said plan shall form part of the purchase and sale agreement. The Purchaser further acknowledges that the information identified on the said plan is the proposed information in respect to the lot or block and is subject to change through the City's approval process.

6. The Purchaser of any lot or block hereby acknowledges that he has been advised of:

6.1 an approved general plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the lot or block.

6.2 the proposed location of the potential bus routes including temporary bus routes, possible bus shelters and pads and paved passenger standing areas at bus stops.

6.3 the proposed location for the community mailboxes within the Subdivision.

6.4 the proposed grading and landscaping for the lot or block.

6.5 the proposed driveway location.

6.6 the proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot.

6.7 the approved zoning map for the Subdivision.

6.8 the obligation to maintain the boulevard in front of the lot.

7. The Purchaser further acknowledges that the information he has been advised of, as described in the above paragraph, is subject to change through the City's approval process. The Owner shall have the Purchaser sign an Acknowledgment that they have been advised of this information.

8. Canada Post

The Owner covenants and agrees that it shall inform all perspective purchasers, through a clause in the Agreement of Purchase and Sale, as to those lots or blocks identified for potential community mail boxes and shall indicate on all plans used for marketing purposes, the proposed community mailbox locations.

9. The Owner covenants and agrees to provide each purchaser affected by the final detailed tree conversation and planting plan with a copy of the approved plan and report.

10. Fisheries

The Owner acknowledges that Mud Creek is fish habitat and that it is protected under Section 35 of the *Fisheries Act*. No person shall undertake any Works on or adjacent to waters containing fish habitat that will result in the harmful alteration, disruption or destruction of fish habitat.

11. Well Construction

The Owner covenants and agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved hydrogeological and terrains analysis report referred in the Municipal Subdivision Agreement registered on title and that certification of a Professional Engineer will be provided to the Rideau Valley Conservation Authority in this regard. The Owner shall advise all prospective lot purchasers in agreements of purchase and sale and in the transfers/deeds of these certification requirements. The Owner also agrees that the Rideau Valley Conservation Authority is to indicate satisfaction with the well certification prior to final inspection by the City to permit occupancy of any buildings.

12. Septic Systems and Wells

The Owner acknowledges and agrees:

- 12.1 To implement the recommendations contained in the report entitled "Final Hydrogeological Assessment Manotick Estates Phase VI, Ottawa, Ontario" TROW Associates Inc., October, 2006.
- 12.2 That the proposed lots will be serviced by individual Class IV sewage disposal systems designed according to the Ontario Building Code. The leaching beds will be partially or fully raised depending on site specific soil conditions. The design of septic leaching beds shall be carried out on a lot by lot basis with test holes excavated to confirm the actual subsurface conditions in the area of the leaching beds;
- 12.3 That Part 8 (Sewage Systems) of the Ontario Building Code allows for the installation of sewage system treatment units that are capable of producing secondary and tertiary effluent quality. Treatment units may benefit the homeowner depending on site specific conditions since the associated leaching bed area will be smaller. Treatment units also have the added benefit of reducing the potential nutrient and contaminant impact on groundwater;
- 12.4 That the layout of development on the lot, much be planned to ensure that all applicable setbacks from lot lines, structures, wells, septic systems, etc. can be achieved. Any future uses (swimming pools, decks, patios, gazebos, sheds etc.) must be accounted for to ensure that there are no conflicts with the setbacks for the well and septic system. The installation of a swimming pool and/or accessory structures will not be possible if the minimum setbacks cannot be provided.
- 12.5 That a minimum setback allowance of 40 metres from Mud Creek will be required for all septic leaching beds for phosphate attenuation. This setback is satisfactory for phosphate attenuation purposes only and is based on site specific factors including soil depth, soil type, slope and vegetation cover;
- 12.6 That all septic systems shall be constructed east of the 30 metre buffer from the inferred limit of esker line established by the City of Ottawa (labeled as "Septic Buffer Zone" on Figure 3 entitled "Lot Services Plan in the Final Hydrogeological Assessment Manotick Estates Phase VI, Ottawa, Ontario", TROW Associates Inc., October, 2006.
- 12.7 That all water wells that are drilled within the Subdivision shall be constructed in accordance with Ontario Ministry of the Environment regulations. The steel casing shall be set a minimum of 2 metres into competent bedrock or to 6.3 metres in depth, whichever is greater. The entire annular space between the casing and the overburden/bedrock should be filled with a suitable cement or bentonite grout;
- 12.8 That due to elevated levels of hardness in the water samples obtained from the test wells water softening by conventional sodium iron exchange may be required. Residents are advised that this type of treatment may introduce relatively high concentrations of sodium into the drinking water, which may be of concern to persons on sodium restricted

diets. Consideration should be given to the installation of a separate faucet which bypasses the softener, for drinking water purposes;

12.9 That groundwater source open loop heat pumps are not permitted within the Subdivision;

12.10 To follow a well management program to minimize the potential for contamination of the groundwater supply. The Owner is to consult the guides "How Well is your Well" and "Water Well Best Management Practices" which are available from the Landowner Resource Centre and the City; and

12.11 To have the sewage disposal system inspected regularly and to follow a sewage system management program to minimize the risks of failure and impact to the groundwater. The Owner shall consult the guides entitled "Septic Systems Do's and Don'ts" and "Septic Smart" which are available from the Landowner Resource Centre and the City.

13. Location of Septic Systems and Wells

The Owner agrees that the building, well and sewage system locations shall be in accordance with the locations shown on Manotick Estates Phase 6 Grading Plan (Well and Sewage System Locations) #MP13613-GP1 Revised April 27, 2011, exp Services Inc. and Manotick Estates Phase VI Grading Plan (Well and Sewage System Locations) #MP13613-GP2 Revised April 27, 2011 exp Services Inc.. There is no flexibility to switch the locations of the septic system from the front to the rear yard. Septic systems on Lots 12 to 15 inclusive are not permitted within 30 metres of the rear lot lines.

14. Splitting of Lots

The Owner agrees that the approval of the Subdivision is on the basis of the approved number of lots and any splitting of these lots, if permitted by the zoning by-law shall, among other considerations, depend on the hydrogeology study and terrain analysis and any addenda thereto prepared for the Subdivision being reviewed by a qualified Professional Engineer with experience in hydrogeology, or by a professional geoscientist, to advise whether such splitting should be permitted and under what conditions.

15. Development Charges

The Owner covenants and agrees to 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 Owner acknowledges and agrees that the applicable development charges will be as stated as of the time of the conveyance of the relevant lot or block and that the statement will 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 Act, R.S.O. 1990, c.E.2, Part IX, Division E, Education Development Charges* as amended.

16. **Information for Sales Office**

The Purchaser acknowledges receipt of and/or an opportunity to review the following in the sales office:

- (a) Home Owners Awareness Package;
- (b) A Zoning Map or Schedule displaying current zoning of all lands in and adjacent to the subject Subdivision;
- (c) A print of the registered Plan of Subdivision;
- (d) Overall development plan for the area within which the subject plan is located. Any vacant school sites reserved or purchased by the Ottawa-Carleton Board of Education on this development plan shall be marked clearly as POSSIBLE SCHOOL/ALTERNATE USE.
- (e) A print of the approved Landscaping Plan and/or Tree Preservation Plan;
- (f) A print of an overall plot plan or equivalent showing the following information for each lot or block on the Plan:
 - The approved Grading and Drainage Plan;
 - All above ground services and utility locations; and
 - Sidewalk locations, if any.