

**SCHEDULE "A"**  
**TERMS**

**DEFINITIONS**

1. In this Agreement
  - a. "Closing" or "Closing Date" means that date designated by the Vendor's solicitor as the final closing date on which a registrable transfer of title to the Property will be delivered to the Purchaser.
  - b. "Developer" means any predecessor in title to the Property who has entered into obligations with the Municipality for subdivision or servicing of the Property or any other party who may otherwise have the right as between it and the Vendor over urban design and/or architectural control of the Dwelling.
  - c. "Municipality" means any municipal corporation, whether local or regional, having jurisdiction over the Property.
  - d. "Levy" or "Levies" means all levies, payment, contribution, charge, fee, assessment, development charge, education development charge, public art contribution and/or any impost or other charges charged or imposed by a Municipality and/or a transit authority and/or a private or public utility corporation in respect of the Property.
  - e. "Warranty" means the warranty provided by Tarion Warranty Corporation ("Tarion") pursuant to the provisions of the *Ontario New Homes Warranties Plan Act*, R.S.O. 1990, c. O.34 ("ONHWPA").

**ADJUSTMENTS AND DEPOSITS**

2. The Purchase Price shall be adjusted as of the Closing by the Vendor's usual adjustments and among others, the following charges plus H.S.T. shall be payable by the Purchaser to the Vendor:
  - a. any charges or costs incurred for the connection of services for a utility (including sewer, hydro, gas, and water services) or the installation of meters;
  - b. any increase from the date of acceptance of this agreement of any Levy under the *Development Charges Act*, the *Education Act*, the *Planning Act* and any other existing or new legislation, bylaw and/or policy of a similar nature.
  - c. any new or other Levy under the *Development Charges Act*, the *Education Act*, the *Planning Act* or any other existing or new legislation, bylaw and/or policy of a similar nature from the date of acceptance of this agreement.
  - d. the enrolment fee required to be paid for the Dwelling pursuant to the ONHWPA and/or the Housing Construction Regulatory Authority ("HCRA") and the Purchaser further agrees to pay to the Vendor on Closing the sum of \$150.00 for the Vendor's administrative costs in sending all written notices required by Tarion to be sent from the Vendor to the Purchaser pursuant to the Tarion Addendum – Schedule 'X';
  - e. realty taxes attributable to the Property. The realty taxes shall be estimated by the Vendor and adjusted as if the Property had been fully completed and separately assessed notwithstanding that same may not have been levied, assessed and/or paid by the Closing Date, subject to readjustment upon same being fully determined. The Purchaser shall be responsible for all supplementary tax bills and/or omit tax bills by the municipality from and after the Closing Date;
  - f. the cost of the following items:
    - i. boulevard landscaping; (not to exceed \$450.00)
    - ii. driveway paving; (not to exceed \$750.00)
    - iii. the cost of municipal or regional issued garbage and recycling containers (not to exceed \$150.00)
    - iv. any charges imposed upon the Vendor or its solicitors by the Law Society of Ontario upon registration of the Transfer/Deed of Land or Charge/Mortgage of Land described as a transaction levy or similar charge
    - v. the cost of preparing a foundation survey of the Dwelling; (not to exceed \$800.00)
    - vi. contribution to the cost of any community mailbox; (not to exceed \$400.00)
    - vii. any tax and/or utility administration fees or charges as well as any other administration fees or charges charged by any governmental authority including for obtaining any consents to transfers
    - viii. grading deposit of \$1,000.00 to be used to ensure compliance with the Purchaser's obligations hereunder in connection with grading matters, which will be returned to the Purchaser without interest when the grading has been approved by the municipality and the subdivision assumed. The Purchaser acknowledges that the Vendor shall have no obligation to refund the grading deposit in the event that on the date upon which the Vendor intends to refund the security deposit the Dwelling has been transferred to a purchaser other than the Purchaser to whom the Dwelling is transferred on Closing.
    - ix. \$250.00 administration charge for each and every cheque payable by the Purchaser pursuant to this Agreement that is not honoured by the financial institution upon which it is drawn.
    - x. \$250.00 per occurrence, shall be charged to the Purchaser if the Purchaser or the Purchaser's solicitors request that the Vendor or Vendor's solicitors provide a copy of this Agreement or any amendment thereof following execution of same, without any obligation on the Vendor or Vendor's solicitor to comply.

The day of Closing itself shall be apportioned to the Purchaser. If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and harmonized sales tax may be collected and remitted by the Vendor.

The Purchaser agrees to pay after Closing any charges for water, gas, hydro, fuel and other services. The parties agree to readjust any of the items where appropriate after Closing. Purchaser covenants to arrange for assumption of the supply of hydro, water and gas as of the Closing Date.

**PRE-CONSTRUCTION APPROVALS AND ARCHITECTURAL CONTROL**

3. The Purchaser acknowledges and agrees that urban design or architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider. In the event the Vendor is required, in compliance with such urban design or architectural control requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway location siting or construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this

Agreement. The Vendor shall have the right in its sole discretion, to construct the hereinbefore described Dwelling either as shown on the sales brochures, renderings and other plans and specifications therefore reviewed and approved by the Purchaser, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image Dwelling plan is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications therefore reviewed and approved by the Purchaser, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling, the Purchaser hereby irrevocably agrees to accept such change of grade level including consequential changes in construction.

In addition, the siting, plans, elevations and specifications of the Dwelling including architectural details and exterior finishes may be subject to approval by the Municipality. The Purchaser shall accept minor modifications that the Municipality may require, including walkouts, narrowed driveway entrances, decks, side porches or a reverse layout (mirror image).

#### **PLANNING ACT COMPLIANCE**

4. This Agreement is conditional upon the Vendor obtaining compliance at its own expense with the subdivision control provisions (Section 50) of the *Planning Act*.

#### **CONSTRUCTION**

5. The Vendor agrees that it will complete the Dwelling in accordance with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office. All work will be performed in a workmanlike manner, free from defects in material and in compliance with the Ontario Building Code. All *Construction Act* claims for materials or services supplied to the Vendor shall be the responsibility of the Vendor. Notwithstanding the foregoing the Vendor may substitute other materials of at least equal quality for those specified and may alter the plans and specifications, provided that such substitution or alteration shall not materially diminish the value of the Property or substantially alter the Dwelling.
  - a. If the stage of completion of the Dwelling permits, the Purchaser may be requested by the Vendor to select certain colours and materials from the Vendor's samples. If any selection of the Purchaser is not reasonably available during construction so that the Vendor by seeking to obtain such selection would be delayed in the construction of this or other dwellings, the Vendor shall notify the Purchaser and provide an opportunity to the Purchaser to make or approve an alternate selection of at least equal quality from the Vendor's samples. If the Purchaser has not made or approved selections within ten days of written request by the Vendor in the case of original selections, or seven days of written request in the case of an alternate selection, the Vendor may exercise all of the Purchaser's rights to colour and material selection and such selections by the Vendor shall be binding on the Purchaser. The Purchaser acknowledges that many finishing materials are subject to slight colour variations and also to availability. Therefore, from time to time certain finishes may not perfectly match colour samples displayed. Natural materials, such as marble, granite, hardwood and brick are particularly susceptible to such variations.
  - b. Hot water heater and tank and any other equipment as identified elsewhere in this Agreement and schedules hereto will not be included in the Purchase Price if rented. The Purchaser agrees to sign before Closing any agreement that the supplier may require for rental items.
  - c. Extras shall be paid for in advance and such payment shall be returned in accordance with the Tarion Schedule except if this Agreement is terminated as a result of breach of contract by the Purchaser. If an extra is omitted, the Purchaser shall be credited with the amount that the Purchaser was charged for it and this credit shall be the limit of the Vendor's liability.
  - d. The Purchaser acknowledges that the Purchaser has purchased the Dwelling on the basis of brochure plans that the Purchaser has viewed and not from a model. It is understood that such brochure plans are for illustrative purposes only. The actual plans and specifications for the Dwelling are those contained in plans and drawings filed or to be filed with the municipality. The Purchaser acknowledges that the model homes, if any, are for display purposes only, and that some or all of the features contained therein may not be included in the Dwelling unless same are specifically provided for in any schedule forming part of this Agreement. In addition, all building models, elevation, sitings and colour packages may be subject to change prior to final approval by the Municipality.
  - e. The Purchaser acknowledges having reviewed the community site plan as displayed in the Vendor's sales office which illustrates street furniture such as boulevard trees, streetlights, catch-basins, fencing style and location, mailboxes, transformer locations, etc. The Purchaser further acknowledges that such plans have been prepared and provided by the Vendor on behalf of the various utility companies, the Municipality, and public agencies, and if changes or alterations are required by such parties, the Vendor shall not be liable for such changes or alterations.
  - f. The Purchaser acknowledges that the location of mechanical installations may not be as shown on the sales material and will be located in accordance with approved plans and/or good construction practice, and may result in room size reduction.
  - g. The Purchaser acknowledges that mail delivery will be from a designated community mailbox located on one of such lot or lots on the Plan of Subdivision, as determined by any of the Municipality, Subdivider, Canada Post and/or such other regulatory department or agency.
  - h. The Purchaser acknowledges that the final lift of asphalt shall not be placed until at least two (2) winters have passed following the base course asphalt unless the Municipality otherwise approves prior construction in writing.

#### **COMPLETION**

6. It is acknowledged that an occupancy permit or signed written confirmation from the Builder as to occupancy as provided in the Tarion Addendum – Schedule 'X', will be satisfactory for closing this transaction notwithstanding that there may remain exterior work to be completed including, but not limited to painting, driveway, grading, sodding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work.

## PRE-DELIVERY INSPECTION

7. The Vendor agrees to make available and the Purchaser agrees to meet a representative of the Vendor prior to Closing at a time designated by the Vendor, during normal working hours, to inspect the Property and verify that the Dwelling has been completed in accordance with the provisions of this agreement.

The registration of the Transfer/Deed of Land to the Purchaser shall constitute acceptance by the Purchaser of the Property and shall be deemed to be a complete release by the Purchaser of the Vendor under this Agreement from any and all liability of any kind whatsoever under this Agreement save only for the completion after Closing of the work if any, listed in the Certificate of Completion and Possession described below or if there is no list, as required to be done in accordance with this Agreement. There shall be no holdback for uncompleted work and the balance of the Purchase Price shall be paid to the Vendor on Closing. The Purchaser hereby agrees to accept the Vendor's covenant to indemnify the Purchaser regarding any lien claims which are the responsibility of the Vendor, in full satisfaction of the Purchaser's rights under the *Construction Act* and will not claim any lien or holdback on the Closing.

## TARION WARRANTY CORPORATION

8. If there is any deficient or uncompleted work remaining at the time of inspection, such items shall be listed on the form of Certificate of Completion and Possession required to be completed pursuant to the requirements of Tarion, which the Purchaser covenants to execute. This Certificate when executed by the Vendor, together with the Warranty itself, shall constitute the Vendor's only undertaking to remedy or complete the Dwelling. Such work will be performed as soon as is reasonably practicable.

## TITLE

9. Purchaser agrees to accept title subject to and comply with the following:
- a. Any subdivision agreement, site plan agreement, development agreement, cost sharing agreement or any other agreement pertaining to the development of the Property or the cost sharing for external services and/or the oversizing of services should such oversizing be required;
  - b. All municipal by-laws;
  - c. All registered easements, whether for access, support, services or otherwise;
  - d. Easement or license or agreement for installation or maintenance of any utility or other service, including, telephone, electricity, gas, sewer, water, internet, cable facilities or master antenna television distribution system;
  - e. Any easement for the maintenance and repair of structures located on abutting lands;
  - f. Lease, service, maintenance or license agreements;
  - g. Any easement agreement pertaining to the development, repair, replacement or use of facilities or services pertaining to or affecting the Property;
  - h. Any easements and agreements pertaining to facilities shared with adjacent land owners;
  - i. All restrictive covenants and conditions touching or affecting the Property, including any warning provisions or notice provisions required by any governmental authority pertaining to noise or noise attenuation or slope stability or environmental matters; and
  - j. Any encroachment agreement entered into with the Municipality or adjacent land owners;

provided that they have been complied with and do not materially or adversely affect the use of the Property for ordinary purposes. Title to the Property shall be good and free from encumbrances except as noted above. The Purchaser shall satisfy himself or herself as to compliance with such matters and any releases specifically contemplated in such agreements may be obtained by the Vendor subsequent to Closing. Title may also be subject to easements for maintenance or encroachment required for adjoining properties and to the encroachments permitted thereby. If any of the foregoing easements, restrictions or rights is required to be created after Closing the Purchaser shall execute any documents needed. The rights of re-entry referred to in Paragraph 16 below shall also affect title and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser.

10. (a) The Purchaser is advised that municipal and/or regional subdivision agreements regulate development. The Developer hereby notifies the Purchaser of the existence of one or more proposed subdivision agreements affecting the Property and that title shall be subject to such agreement(s). The Purchaser should inquire of the Municipality on whether the applicable subdivision agreement contains special warnings, construction or servicing requirements, easement, fences or berms or other matters affecting the Property. The Purchaser shall be allowed to examine the title at his or her own expense up to fifteen (15) prior to Closing and if, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy, or satisfy or obtain title insurance in favour of the Purchaser, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate act or negotiations, be at an end and the Deposit shall be returned without interest or deduction and the Vendor shall not be liable for any damages or costs whatever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. The Purchaser shall not to call for the production of any title deeds, or other evidence of title.

(b) The Purchaser acknowledges that the Plan of Subdivision herein may not yet be registered and that in order to register same, it may be necessary for the Vendor/Subdivider/Builder to enter into such agreements with the Municipality and provide such easements, including but not limited to utility/maintenance easements, rights of entry and restrictions as may be required. Such agreements may also require that warning clauses, neighbourhood plans showing, among other things, the location of fencing and sidewalks within the subdivision and various other provisions be inserted in Agreements of Purchase and Sale for the sale of lots within the subdivision. The Purchaser acknowledges that the location of any fencing and/or sidewalks whether shown on any schedule attached to this Agreement of Purchase and Sale and/or the display map and/or land use plan displayed in the sales centre and/or any site plan or site plan handout given to the Purchaser at the Vendor's sales centre or any other plan/sketch given to the Purchaser is tentative and may be changed during the planning process. The Purchaser agrees to accept the final location of the fencing and/or sidewalks as will be shown on the final Municipality approved engineering drawings and will grant the Vendor access to the property so that it may install or

construct same. The Purchaser hereby undertakes and agrees to execute forthwith upon request such documentation as may be required by the Municipality, and/or Vendor/Subdivider/Builder including in order to facilitate the completion of this transaction and/or satisfy all governmental and/or other requirements as may in the opinion of the Vendor be deemed appropriate and execute forthwith upon demand an acknowledgment of receipt of such warning clauses, neighbourhood plans and other provisions which will form a part of the herein Agreement of Purchase and Sale.

(c) The Purchaser/Tenant acknowledges receipt of the following warning clauses and notice provisions may be applicable to the subdivision: The Purchaser acknowledges that the subdivision agreement(s) entered into with the Municipality may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, land usage, maintenance of municipal fencing, school transportation (including the bussing or transportation of students to schools outside of the neighbourhood), noise levels from adjacent roadways, the absence of door-to-door mail delivery, the absence of local or neighbourhood schools, the location of “super mailboxes”, fencing, street trees, catch basins, all of which may be included on the property or on the boulevard adjacent to the property, and in general, any other matter that may be deemed by the municipality to inhibit or interfere with the enjoyment by the Purchaser of the property. The Purchaser agrees to be bound by the contents of the subdivision agreement or any other municipal agreement wherein such warning clauses are more fully set out and the Purchaser covenants to execute forthwith upon request by the Vendor, an acknowledgment of receipt by the Purchaser of such notices and/or an amendment to this Agreement including such warning clauses and all schedules, plans, statements attached to the agreement and as required by the subdivision agreement, and the Purchaser’s acknowledgment of receipt of same.

11. The Vendor shall provide a survey of the Property at least 10 days before Closing, the cost of which shall be paid by the Purchaser as an adjustment provided in Paragraph 3 (f) of this Schedule “A”.

### PRIOR MORTGAGES

12. Title to the Property may be encumbered by mortgages not to be assumed by the Purchaser on Closing. The Purchaser agrees to accept the Vendor’s Solicitor’s written undertaking to remove such mortgages on title within a reasonable time after Closing if accompanied by,
- a written statement from the mortgagee of the amount required to be paid to obtain a discharge of the Property; and
  - payment by the Vendor, or an undertaking of the Vendor to make payment, or a direction from the Vendor permitting payment to that mortgagee of such amount by the Purchaser; or
  - written confirmation by the mortgagee that a discharge will be available without any action or payment on the part of the Purchaser or Vendor; and
  - together with an undertaking by the Vendor’s solicitors to remit to the mortgagee any funds directed to it pursuant to (b) above and to register any such discharge when received by them.

### RISK

13. The Dwelling shall remain at the Vendor’s risk until Closing. If the Dwelling is damaged prior to Closing by a peril normally covered by all-risk builders’ insurance, which damage can be repaired the provisions for unavoidable delay as provided in the Tarion Addendum – Schedule ‘X’ shall apply.

### TRANSFER

14. The transfer shall be prepared by the Vendor’s solicitors at the Vendor’s expense and shall be registered forthwith on Closing by the Purchaser at his or her expense. The Purchaser agrees to advise the Vendor’s solicitors, at least thirty (30) days prior to the Closing, as to how the Purchaser will take title to the Property and of the birth dates of any parties taking title to the Property.
15. The following will be incorporated in the Transfer/Deed of Land:
- Subject to and reserving unto the Transferor, its successors and assigns for itself, its servants or agents, for a period of two (2) years from the date of registration of the Transfer/Deed of Land herein from the Transferor to the Transferee or until the expiration of the guarantee period for municipal services as set out in the subdivision agreement(s), whichever is later, the right to enter upon the Property herein, with or without machinery, equipment and vehicles, in order to carry out any lot grading and sodding, or to complete any of the Subdivider’s obligation under the subdivision agreement(s) for this Plan of Subdivision within 30 days of receipt of notice from the Municipality.
  - Subject to and reserving unto the Transferor, its successors and assigns for itself, its servants or agents, for a period of seven (7) years from the date of registration of the Transfer/Deed of Land herein from the Transferor to the Transferee the right to enter upon the Property herein, with or without machinery, equipment and vehicles, in order to carry out any repairs and maintenance to the Property or to buildings and structures located on lands abutting the Property.
  - In the event the Transferee has erected any fence, deck patio, shed, swimming pool, tree, gardens, air conditioning units or other similar structures or obstacles upon the Property herein prior to the grading or sodding having been accepted and approved by the Municipality and the Transferor being released from its obligations in connection with the grading, the Transferor and its agents shall have the right to enter upon the Property herein and remove any such obstacle at the sole cost and expense of the Transferee or his/her or their successors.
  - The benefit of each of the hereinbefore described rights shall be annexed to and run with each and every Lot and Block and any part thereof located within the Plan of Subdivision registered in the name of Vendor on the date of registration of this Transfer.

Title may be conveyed directly from the Developer to the Purchaser. If it is, and if the Vendor so requests, the Purchaser shall execute an acknowledgement that the Developer is not the builder and has no liability to the Purchaser as such.

### AFTER CLOSING

16. The Warranty shall constitute the Vendor’s only warranty, express or implied, in respect of any aspect of construction of the Dwelling and further shall be the full extent of the Vendor’s liability for defects in materials or workmanship or damage, loss or injury of any sort, whether arising in tort or in contract. **THE PURCHASER IS URGED TO REVIEW THE WARRANTY, PARTICULARLY ITS EXCLUSIONS**, and to be aware that the Vendor is not liable for loss or damage

to any landscaping, furnishing or improvement by the Purchaser caused either by any defect for which the Vendor is responsible or by the remedying of such defect. In addition, notwithstanding the transfer of title of the Property to the Purchaser:

- a. The Purchaser shall not alter the grading or drainage pattern of the Property in any way and shall not construct any fences, pools, patios, sheds, or similar structures prior to final grading approval without the Vendor's prior written consent. Some settlement of the lands is to be expected and the Purchaser shall repair minor settlement. The Purchaser shall care for sod, shrubs and other landscaping provided by the Vendor or Developer and shall replace any of it that dies.
- b. The Vendor reserves the right of re-entry for itself, the Developer and the Municipality for the completion of grading and the correction of any surface drainage problems or the completion of any other matter required by the subdivision agreement. The Vendor may re-enter to remedy at the Purchaser's expense any default by the Purchaser. The Vendor may also re-enter to complete any outstanding work.
- c. The Purchaser acknowledges that the Property forms part of a community being developed by the Developer. Further development may result in applications for the development, zoning, re-zoning or amendment to the official plan or secondary plan or similar applications. The Purchaser agrees not to object to any such applications.
- d. The Purchaser further acknowledges receipt of notice from the Vendor that the Vendor and/or the Developer may apply for a re-zoning with respect to blocks or lots not purchased hereunder as laid down by the plan of subdivision within which the Property is situate or with regard to the lands adjacent to or near the lands laid down by such plan of subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor.
- e. If the Municipality determines that other lands or easements or other interests over other lands are required for purposes of completing installation of i) temporary and/or permanent infrastructure or improvements, internal and external to the lands included in the Plan of Subdivision, and/or ii) those lands, services, facilities, improvements and amenities, including but not limited to park furniture and landscaping, related to public parks and public recreational lands included in the Plan of Subdivision, the Purchaser shall convey same on demand, free of all prior liens, charges, claims or encumbrances, to the Municipality.

#### **NON ASSIGNABLE**

17. This Agreement is personal to the Purchaser and may not be assigned other than to the Purchaser's spouse without the Vendor's written approval. Purchaser shall not list, advertise for sale or lease, sell, offer to sell, convey, transfer, lease, offer to lease, or assign the Property and/or Purchaser's rights herein, at any time prior to Closing, without the prior written consent of Vendor, which consent may be arbitrarily withheld.

#### **MORTGAGE FINANCING**

18. The Purchaser shall, within 14 days of the acceptance date by the Vendor, provide to the Vendor such financial, credit and personal information as shall be required by the Vendor to conduct the necessary investigations to verify the Purchaser's creditworthiness and, either:
  - (a) a mortgage commitment signed by a lending institution or other mortgagee acceptable to the Vendor in its sole discretion (a "Lender"), on the Lender's letterhead and with an approval date and an expiry date of the approval, confirming that the Lender will be advancing funds to the Purchaser sufficient to pay the balance of the Purchase Price due after Deposits received; or
  - (b) other evidence satisfactory to the Vendor in its sole discretion that the Purchaser will have available sufficient funds to pay the balance due on Closing.

#### **CLOSING AND TENDER**

19.
  - a. Purchaser shall retain a lawyer who is an authorized Teraview Electronic Registration System ("TERS") user to represent Purchaser in this transaction, and shall authorize such lawyer to enter into an escrow closing agreement ("Escrow Closing Agreement") with Vendor's solicitors on Vendor's solicitors' standard form, establishing the procedures and timing to be followed to complete the transaction. The Escrow Closing Agreement shall be delivered to Purchaser's solicitor at least 10 days prior to the Closing Date, and shall be returned duly executed by Purchaser's solicitor at least 5 days prior to the Closing Date.
  - b. The parties acknowledge that the delivery and exchange of documents, monies and keys to the Property, and the release of them to Vendor and Purchaser, as the case may be, shall not occur at the same time as the registration of the Transfer/Deed and other documents requiring registration, and that the documents, monies and keys shall not be released except in strict accordance with the Escrow Closing Agreement.
  - c. Purchaser acknowledges that Purchaser will not receive a Transfer/Deed to the Property for registration until the balance of funds due on the Closing Date, in accordance with the statement of adjustments, is either remitted by certified solicitor's trust cheque drawn on a solicitor's trust account from a Canadian chartered bank listed in Schedule I to the Bank Act delivered to Vendor's solicitors, by wire transfer using the Large Value Transfer System, or by such other means as Vendor's solicitors may direct, by no later than 2:00 p.m. on the Closing Date, or by no later than 4:00 p.m. on the Closing Date if received by electronic funds transfer to Vendor's solicitors' trust account using the Large Value Transfer System administered by the Canadian Payments Association.
  - d. If, on the Closing Date, Purchaser has delivered all documents and funds required to complete the transaction, and Vendor has delivered all documents and has signed the Transfer for completeness and release, Vendor shall be at liberty to release the funds after 5:00 p.m. on the Closing Date notwithstanding the failure of the Purchaser to register the Transfer, unless the Purchaser's solicitors notifies the Vendor's solicitors in writing by no later than 5:30 p.m. on the Closing Date that it was unable to register the Transfer due to an intervening registration of an instrument on title that the Vendor is required under the Agreement of Purchase and Sale to discharge on or before the Closing Date.

- e. Notwithstanding anything contained in this Agreement, an effective tender shall be deemed to have been made by Vendor upon Purchaser when Vendor's solicitors have:
- i. Faxed, emailed or made available for download all closing documents, to Purchaser's solicitor;
  - ii. Advised Purchaser's solicitor in writing that Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement, and that keys and/or funds payable to Purchaser, if any, are available; and
  - iii. Completed all steps required by TERS to complete the transaction that can be performed by Vendor's solicitor without the cooperation or participation of Purchaser's solicitor, and that the 'completeness signatory' for the Transfer/Deed has been electronically affixed by Vendor's solicitor, provided that, if Purchaser's solicitors have not completed the Land Transfer Tax portion or other portion of the Transfer that would enable the Vendor's solicitor to affix the "completeness signature", then Vendor's solicitors shall be deemed to have affixed the "completeness signatory" to the Transfer, and provided that arrangements have been made for the discharge of mortgages not being assumed by the Purchaser should the Purchaser complete the transaction; without the necessity of personally attending on Purchaser or Purchaser's solicitor with the documents, funds, and/or keys described above, and without any requirement to have a witness attesting to the matters described above.
20. The Purchaser agrees that keys may be released to the Purchaser at the construction site or sales office on Closing. The Vendor's advice that keys are available shall be a valid tender of possession of the Property to the Purchaser.

#### **NON MERGER**

21. Notwithstanding the closing of this transaction and the registration of the transfer of title, it is agreed that all the Purchaser's covenants, warranties and agreements in this Agreement shall not merge but survive the closing and registration of the transfer of title and continue to be in full force and effect. The Purchaser shall give to the Vendor any further written assurances as may be required by the Vendor to give effect to this covenant either before, on or after the Closing.

#### **WHOLE AGREEMENT**

22. The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting the Agreement or the Property except as contained in this Agreement. Any statement or representation made by real estate agents or employees of the Vendor or contained in any sales brochures or in any other document shall not be legally binding upon the Vendor unless contained in this Agreement. This Agreement may not be amended other than in writing.

#### **INTERPRETATION**

23. This Agreement is to be read with all changes of gender or number required by the context. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement.

#### **RESIDENCY**

24. The Vendor represents that it is not a non-resident for the purposes of section 116 of the *Income Tax Act*, Canada, and that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*.

#### **NO REGISTRATION**

25. The Purchaser acknowledges that registration against title to the Property of any notice or caution or other reference to this Agreement or his or her interest in the Property is likely to cause inconvenience and prejudice to the Vendor, for example, by impeding financing. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.

#### **GRADING**

26. The Purchaser covenants that he, she or they will not at any time before or after Closing, without the prior written consent of the Vendor and the Developer, interfere with any drainage ditch completed by the Developer or take any steps which may result in the alteration or change of any grading or drainage or removal of soil or top soil in contravention of the Developer's obligations under the applicable subdivision agreement. In such event, the Vendor or the Developer may enter upon the Property and correct such grading and remove any such obstructions at the Purchaser's expense to be paid forthwith. This covenant may be included in the Purchaser's transfer at the option of the Vendor.
27. The Purchaser further acknowledges that settlement may occur due to soil disturbance and conditions including areas affecting walkways, driveways and sodded areas. The Vendor agrees to rectify such settlement problems as and when required by the Municipality or the Developer subject to the Purchaser's obligation to assume the cost of removing and re-installing any driveways or walkways installed by the Purchaser.

#### **BASEMENT IMPROVEMENTS**

28. The Purchaser covenants not to finish the whole or any part of the basement of the Dwelling for a period of two (2) years after the Closing. The Purchaser releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in the basement resulting from water leakage, including consequential damages arising there from.

#### **H.S.T.**

29. Notwithstanding anything to the contrary contained in this Agreement, the Purchaser agrees as follows:
- a. In this Section, the following words and phrases shall have the following meanings:
    - i. "HST" means the harmonized sales tax payable pursuant to the HST Legislation and as of the date of execution of the Agreement is the rate of 13%;
    - ii. "HST Legislation" means the Excise Tax Act (Canada) and the statutes and regulations that are enacted and passed in order to implement the HST;

- iii. "HST Rebate" means the new housing rebates, refunds, credits or the like that are permitted pursuant to the HST Legislation;
  - iv. "Net HST" means the difference between the HST included in the Purchase Price and the HST Rebates.
- b. It is understood and agreed that the Purchase Price includes Net HST and that the actual consideration for the Property, exclusive of requested changes or adjustments as herein provided, is the amount derived by subtracting Net HST payable with respect to the within transaction from the Purchase Price (the "Consideration"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration of the conveyance of the Property that the Vendor delivers to the Purchaser on the Closing Date. Subject to the foregoing provision and any other applicable subsections of this paragraph, the Purchaser covenants and agrees to pay the HST, as required by the HST Legislation.
  - c. The Purchaser covenants, warrants, and represents that the Purchaser is an individual and that the Purchaser or one of his or her relations (as defined in the HST Legislation) shall personally occupy the Property as his, her or their primary place of residence (as defined in the HST Legislation) within fourteen (14) days of Closing Date, for such period of time as shall then be required in order to entitle the Purchaser to the HST Rebate. The Purchaser shall execute all documents, including a sworn declaration attesting to the foregoing (the "Sworn Declaration") and do all such things so as to fully co-operate with the Vendor in any manner, which would legally minimize the amount of HST payable. In the event the Purchaser shall, for any reason, fail to qualify for the HST Rebate or fail to provide the Sworn Declaration on the Closing Date, the Vendor shall be entitled to collect the Rebate from the Purchaser, with such amount to be payable on demand by the Vendor, and in connection therewith the Vendor shall have a charge upon the Property in the amount that the Purchaser would have been entitled to had the Purchaser so qualified for the Rebate, such charge being enforceable in the same manner as a mortgage in default; in the event that such failure to qualify is known on or before Closing, the Vendor shall be credited in the Statement of Adjustments with the amount of such Rebate on Closing.
  - d. In consideration of the Purchase Price being inclusive of HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights the Purchaser may have to the HST Rebate available with respect to the within transaction of purchase and sale pursuant to the HST Legislation. Such rebate may be reasonably estimated by the Vendor if necessary. The Purchaser shall, both before and after Closing, on demand of the Vendor, execute and deliver to the Vendor any assignments, directions, applications, consents, declarations, undertakings and other documents required by the Vendor to enable the Vendor to apply for and receive such rebate. In addition, the Purchaser shall execute all documents and do all such things so as to fully co-operate with the Vendor in any manner which would legally minimize the amount of HST payable by the Vendor.
  - e. The Purchaser acknowledges that the purchase of any extras or upgrades from the Vendor may result in the reduction of the HST Rebate otherwise payable to the Vendor. In such event, the Vendor shall, on the Closing Date, receive a credit on the Statement of Adjustments for such reduction.
  - f. In the event that, for any reason, the Purchaser shall fail to qualify for the HST Rebate, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified.
  - g. Despite the above, the Purchaser acknowledges that where a credit against the Purchase Price is to be given to the Purchaser on Closing or the Closing Date, such credit shall be reflected as a reduction in the Consideration so as to minimize the amount of HST payable.
  - h. Notwithstanding that the Purchase Price stipulated in this Agreement is inclusive of HST, the Purchaser shall at the Purchaser's own cost and expense, be responsible for payment of HST on all closing adjustments, amounts payable for extras, amounts payable for any other item in this Agreement and any increase in the rate of HST after the date hereof. The Vendor shall, however, be entitled to include in the calculation of the HST Rebate all HST payable, including those for extras and closing adjustments.
  - i. Notwithstanding anything contained in this Agreement to the contrary, the Vendor, in its sole and unfettered discretion, may require that the Purchaser apply directly for the HST Rebate after the Closing Date and in such event the Purchaser shall pay to the Vendor by certified cheque or bank draft on Closing or the Closing Date, at the Vendor's option, the amount of the HST Rebate in addition to the amount otherwise payable and the HST Rebate shall not be assigned by the Purchaser to the Vendor on Closing or the Closing Date.
  - j. At the option of the Vendor, the Vendor shall be solely responsible for the payment of Net HST to the appropriate governmental authority.
  - k. The provisions of this Section supersede any provisions with respect to HST to the contrary contained in this Agreement.

#### **MONEY LAUNDERING**

30. The Purchaser agrees that it will, from time to time upon the request of the Vendor, provide the Vendor with such information it requires to comply with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and the related regulations and guidelines issued pursuant thereto and any other requirements of Financial Transactions Reports Analysis Centre of Canada ("FINTRAC").

#### **NON SPECULATION**

31. The Purchaser represents to the Vendor and upon which representation the Vendor has relied in accepting the Purchaser's offer that he is purchasing the Property for his own personal use and not for short term speculative purposes. Prior to the Closing Date, the Purchaser covenants and agrees not to post any signs for sale or let the Property for sale, or advise others that the Property is or may be available for sale, offer for sale or sell, the Property or to enter into any agreement, conditional or otherwise, to sell the Property, or any interest therein, nor to assign this Agreement or any interest therein, or the benefit thereof, either directly or indirectly, to any person without the prior written consent of the Vendor, which consent may be arbitrarily withheld or delayed. Any offering for sale, assignment or attempted assignment of this Agreement shall constitute a fundamental breach of contract (hereinafter in this Agreement referred to as a "FBOC") which shall at the Vendor's sole option, entitle the Vendor to terminate this Agreement and the Vendor shall be entitled to retain the deposit monies as liquidated damages and not as a penalty and the Purchaser shall have no further right to or interest in the Property.

**ENTRY**

32. The Purchaser acknowledges that the Dwelling to be erected upon the Property is located in a construction site. The Purchaser agrees not to enter the Property without the consent of the Vendor and only when accompanied by a representative of the Vendor. The Purchaser acknowledges that entry without the consent of the Vendor will constitute an act of trespass. When entering the Property, the Purchaser agrees to abide by the *Occupational Health and Safety Act* regulations including safety gear for head and foot or any other apparel as required.
- a. The Purchaser acknowledges that no children under the age of 16 shall be allowed on the Property prior to Closing.
  - b. Should the Purchaser enter upon the Property without proper permission and safety apparel, the Purchaser agrees to indemnify and save the Vendor harmless from the consequences of any actions or claims brought against the Vendor under the *Occupational Health and Safety Act*, and the Vendor will assume no responsibility for any actions or claims brought against the Purchaser under the *Occupational Health and Safety Act*.
  - c. The Purchaser shall indemnify and save the Vendor, its servants and agents harmless from any action, causes of action, claims or demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of his friends, relatives, workmen or agents who have entered on the Property or any part of the subdivision of which the Property forms a part whether with or without the authorization, express or implied, of the Vendor.

**SUCCESSION**

33. This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each party.

**NOTICE**

34. Any notice required to be given pursuant to this Agreement to the Purchaser or to the Vendor shall be delivered in accordance with the provisions of the Tarion Addendum – Schedule ‘X’.

**DEFAULT**

35. All proper readjustment shall be made after the Closing Date, if necessary forthwith following demand. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser’s obligations described in this Agreement shall bear interest from the date of written demand at the rate of **fifteen (15%) percent per annum**, calculated daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.
36. If there is any default by the Purchaser
- a. relating to the Purchaser's obligations to execute and deliver documentation required to be given to the Vendor on the Closing Date, or relating to any obligation of the Purchaser to pay deposits or other monies pursuant to this Agreement, or
  - b. relating to any other covenant or agreement to be performed hereunder not involving the payment of money and such default continues for five (5) days after written notice to the Purchaser or the Purchaser's Solicitors, or recurs after delivery of such notice,
- then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the right to declare this Agreement null and void without further notice. In such event, all deposit monies and interest thereon paid hereunder (including all monies paid to the Vendor with respect to extras ordered by the Purchaser and with respect to the customization of the Dwelling) shall be forfeited to the Vendor as liquidated damages and not as penalty. If the Purchaser has taken possession of the Property, the Purchaser shall immediately vacate Property. In the case of a default pursuant to which the Vendor has terminated this Agreement, the Vendor shall be at liberty to sell the Property with or without re-entry.

**PRIVACY**

37. The Purchaser agrees and consents to the Vendor collecting and using the Purchaser’s personal information for the purpose of selling the Purchaser one of the Vendor’s residential properties and for the closing of the property transaction, to:
- a. Any banks or other financial institutions in which deposits on account of purchase price are held and any chargees or holders of mortgages registered against the Property;
  - b. Any insurance companies which may provide insurance coverage with respect to the Property (or any portion thereof);
  - c. Any title insurance companies which may provide title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
  - d. Any contractors, trades, suppliers, sub-trades or their suppliers who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor), to construct and complete the Property, the installation of any extras or upgrades ordered or requested by Purchaser, and/or to complete any after-sales service requirements;
  - e. One or more providers of cable television, telephone, telecommunication, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof);
  - f. Any relevant governmental authorities or agencies, including but not limited to, the Land Titles Office (in which the Property is registered), the Ministry of Finance for the Province of Ontario (with respect to Land Transfer Tax and any applicable rebate), the Provincial Assessor (for purposes of realty tax assessment), and Canada Revenue Agency (with respect to any applicable HST and any housing rebate);
  - g. Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to Purchaser's social insurance number as required by Regulation 201(1)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended;
  - h. Any company or legal entity that is associated, affiliated with, or related to, the Vendor (including any successor in title and the land developer) for the purpose of this property transaction, unless the Purchaser requests in writing that the Vendor not do so;
  - i. Third party companies responsible for marketing campaigns on behalf of the Vendor, and who may send related promotional materials to the Purchaser or the family of the Purchaser, unless the Purchaser requests in writing that the Vendor not do so;
  - j. The Vendor's solicitors and the Purchaser’s solicitors, to facilitate the preparation of all documents for the Closing, including the closing by electronic means using the Teraview Electronic Registration System, and which may (in turn)

involve the disclosure of such personal information to any company utilized by the Vendor or Vendor's solicitors for electronic document production and registration assistance; and

- k. Any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Vendor or the Purchaser and/or members of the Purchaser's family.
38. If the Purchaser has a concern regarding the collection, use or disclosure of the Purchaser's personal information by the Vendor, the Purchaser is advised to contact the Vendor at the address on the Addendum, Attention Privacy Office. The Purchaser's concern will be investigated and the Purchaser will be notified as soon as possible of the outcome of the investigation and any action required as a result. The Purchaser also agrees and consents to the Vendor's privacy policy, as amended from time to time.

## GENERAL

39. Purchaser and Vendor agree that:
- a. This offer is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence.
  - b. The deposit monies are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and Vendor shall have the right to terminate this Agreement and forfeit all deposit monies in full. Without prejudice to the Vendor's rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses, expenses and damages arising in whole or part out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of default at the rate of **fifteen (15%) per annum**, calculated daily, not in advance, until paid.
  - c. In the event this Agreement, in future, is amended in order to accelerate the Closing Date of the transaction or to change or alter the construction specifications of the Dwelling by giving Purchaser a credit or reduction against the Purchase Price and Purchaser fails to complete the transaction, all damages shall be assessed as if such credit or reduction had not been granted.
  - d. The Vendor shall not be responsible for any additional costs of any kind whatsoever incurred or to be incurred by the Purchaser relating to the Purchaser's financing for the completion of this transaction as a result of any extension from time to time of the Closing Date.
  - e. If any one or more of the provisions of the Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted and shall not be deemed to affect the enforceability or validity of the balance of this Agreement. The Purchaser, if required by the Vendor, shall execute and deliver on Closing Date one or more covenants incorporating the terms hereof.
  - f. Notwithstanding any rights which the Purchaser may have at law or equity, the Purchaser acknowledges and agrees that the Purchaser shall not assert any such rights, nor have any claim or cause of action arising out of or in connection with this Agreement against any person, firm, corporation or other legal entity other than the Vendor named herein, even though the Vendor may be or adjudged to be a nominee, trustee or agent of another person, firm, corporation or other legal entity, and this acknowledgement may be pleaded as an estoppel and complete defence against the Purchaser in any lawsuit, action, application or proceeding brought by or on behalf of the Purchaser against such third parties.
  - g. The Vendor shall have the right to assign this Agreement and all rights, benefits and entitlements conferred in this Agreement to any person, partnership, firm or corporation provided that such assignee is registered as a "Vendor" under ONHWA and/or HCRA, and upon the assignee assuming the liabilities, burdens and obligations as vendor under this Agreement and written notice of such assignment given to the Purchaser. The Vendor shall be forever relieved of and released from all liabilities, burdens and obligations under this agreement, and the assignee shall be deemed to be the Vendor in this Agreement as if it had been an original party to this Agreement.
  - h. All buildings and equipment shall be and remain at the Vendor's risk until Closing Date. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling.
  - i. The Transfer/Deed to be prepared at the Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on the Closing Date at the Purchaser's expense. Each party is to pay registration costs and taxes on their own documents. The Purchaser shall provide the Purchaser's social insurance number to the Vendor forthwith upon demand made by the Vendor.
  - j. The Vendor shall be entitled to tender the Transfer engrossed in name of the Purchaser shown on face of Agreement unless otherwise agreed to by the Vendor.
  - k. If the Purchaser request an alteration of the schedule of payments, or the manner in which title is to be taken, and if the Vendor agrees to such request, then the Purchaser shall pay the Vendor's Solicitors legal fees in the amount of \$400.00 (plus HST) for each such approved change.
  - l. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.
  - m. Time shall in all respects be of the essence.
  - n. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

## **SCHEDULE “B” - STANDARD SUITE FEATURES & FINISHES**

### **Exterior Home Features**

- Colour coordinated, architecturally controlled complimentary exterior treatments from builder samples as per elevation
- Asphalt paved driveway to width of garage
- Virtually maintenance-free aluminum soffits, fascia, eaves troughs, and downspouts
- Exterior areas, front and back, to be fully landscaped, graded and sodded
- Treed areas may be left in natural state (where applicable)
- Walkways to be laid, as per approved landscape plan
- Limited 25-year warranty self-sealing asphalt roof shingles with metal valley flashing installed on plywood for pitched roofs, flat overhangs constructed to withstand seasonal weather as per OBC requirements.
- Steel clad insulated ENERGY STAR exterior main door with vinyl frame
- Sliding glass patio doors as per plan
- Durable quality rollup garage door with window inserts, as per house plan
- High-performing ENERGY STAR Low-E windows double-glazed vinyl casements.
- Two exterior weatherproof ground fault protected electrical outlets, located at front door and rear patio
- Windows & doors sealed with quality caulking, screens on all opening windows
- Quality exterior light fixtures & door chime
- Pressure treated rear grilling decks, or patio as per grade
- Poured concrete front steps as per plan

### **Interior Appointments**

- 4 ¾” engineered hardwood flooring throughout main floor, second floor and bedrooms
- Hardwood stairs and handrail to match engineered hardwood floor and pickets in a wrought iron finish
- Porcelain tile flooring in front foyer, kitchen, powder room, washrooms, laundry room as per plan
- 42” linear gas fireplace with dedicated wall switch (as per plan)
- Smooth ceiling in all rooms
- All interior walls will be finished with 2 coats including primer coat, designer colours from finishes palette, one color to be selected throughout
- Window and door casing to be 2 1/2” and choice of classic or modern 4” baseboards
- All interior room doors to be panel style with chrome lever handles
- Closets to be framed and trimmed unless otherwise shown as full-height slider type with drywall corners
- Closet doors to be panel or sliding doors, as per plan
- Ground Floor - 9’ Ceiling / Second Floor - 8’ Ceilings / Basement - 7’8” Ceiling

### **Kitchen Features**

- Kitchen cabinetry offered in a variety of finishes, styles, and colours
- Islands, breakfast bars, pantries as per plan
- Choice of hard surface countertops from builder samples
- Choice of backsplash from interior design specifications
- Bulk heads may be required for mechanical and venting purposes
- Undermount stainless steel sink with single lever faucet
- Stainless steel finish appliances including ENERGY STAR slide-in Stove/Oven combination, Fridge, Microwave and Dishwasher
- Two speed exhaust stainless steel hood fan with 6” venting to outside over stove area

### **Bathroom Features**

- Bathroom fixtures to be all white ceramic or porcelain fixtures and hard surface counter with undermount white sink
- Vanity sink to be installed in powder room
- Luxury freestanding tub in primary bathroom, as per plan
- Porcelain wall tile in tub and shower enclosures to ceiling height
- Primary bathroom features glass shower with tile floor and double sink, as per plan
- Mirrors included in all bathroom and powder rooms, as per plan
- Single lever faucets, in chrome finish, in all bathrooms
- Bathroom accessories to include chrome towel bar or towel ring, shower curtain rod and toilet tissue holder
- Privacy locks on all bathrooms

### **Laundry Room/Mud Room**

- Laundry room cabinetry offered in a variety of colours
- 220V electrical outlets for washer and dryer with exterior venting for dryer where plan permits
- Drain and water connections for washer, laundry tub as indicated
- High Quality Washer Dryer either stackable or side by side included as per plan

### **Technology**

- Pre-wired for high-speed internet
- 2 cable television prewired locations
- Seasonal exterior soffit receptacle with interior switching
- 3 USB/Outlet combination plugs

### **Lighting & Wiring**

- Selection of up to 10 pot lights throughout main floor
- LED lighting fixtures provided in kitchen, lobby, laundry, bathrooms, hallway, bedrooms and walk-in closets
- Smoke and Carbon Monoxide Detector installed as per OBC
- White Decora switches and receptacles in finished areas
- 200 amp electrical service, circuit breaker panel and copper wiring throughout

- Conduit for EV charging station located in garage
- Heavy-duty wiring and receptacle for stove
- Thermostat wired for furnace and air conditioner

**ENERGY RELATED**

- Forced-air, high-efficiency heating system
- Energy-efficient water saving showerheads and toilet tanks
- Programmable thermostat for energy savings
- High-efficiency air conditioning installed sized to unit
- High-efficiency hot water heating system (rental)
- HRV simplified method – Heat Recovery Ventilation unit for healthier air circulation
- Above grade finished walls feature R22 insulation with additional R5 insulation on exterior
- Unfinished basements feature R20 blanket insulation on exterior walls
- All attics feature R60 insulation

**Additional Superior Construction**

- Poured concrete foundation wall, protected with damp proofing and wrapped with drainage membrane
- Engineered floor system for more silent floors

**General Construction**

- Poured concrete basement and garage floors
- Poured concrete basement walls
- Sump pump as required
- Pre-primed steel beam support as per OBC
- Plywood 5/8" tongue & groove sub-flooring
- Quality water supply pipes and ABS drains throughout
- 2"x 6" wall construction
- All Construction to meet or exceed OBC Sound Transmission Code and Fire rating between units
- Rough-in for central vacuum throughout terminating in unfinished areas for future connection

**Warranty**

- Registered builder with Tarion. 1-year, 2-year and 7-year warranties as per Tarion.
- Purchasers agree to pay Tarion enrollment fee on closing as an adjustment.

**NOTE:**

- Architecturally selected and controlled exterior colour packages.
- Colour selections and upgrade options to be made at the Design Centre from available Vendor's samples – all selections are final.
- Purchaser may be required to reselect colours and/or materials from Vendor's samples as a result of unavailability or discontinuation.
- Homes may be sited standard or reverse as engineering and grading conditions demand.
- Minor variations may occur from Vendor's floor plans, house elevations and samples.
- Location and size of windows and doors may vary with walk-out/deck conditions.
- All dimensions are approximate. Furnace and hot water tank locations may vary from that shown.
- Clothes dryer vents are provided through walls or through main exterior. Purchasers are responsible for attaching vents to dryer.
- Square footage measurements are calculated using the formula set out by Tarion Warranty Corporation.

Materials and specifications are subject to change. E. & O.E.

Prices and specifications are subject to change without notice. E. & O.E.

The Vendor shall have the right to make reasonable changes in the opinion of the Vendor in the plans, specifications if required and to substitute other material for that provided for herein with material that is of equal or better quality shall be made by the Vendor's Architect whose determination shall be final and binding. Colour, texture, appearance, etc. of features and finishes installed in the Unit may vary from Vendor's samples as a result of normal manufacturing and installation process. E. & O.E.

**SCHEDULE "C"**  
**SITE PLAN**

See attached.

**SCHEDULE "D"**  
**FLOOR PLAN**

See attached.

**SCHEDULE "E"**  
**RESTRICTIVE COVENANTS**

The Purchaser acknowledges that, without limiting the generality of the terms and conditions in the Agreement, the following restrictive covenants may be registered against the title to the Property by the Developer or Vendor and the Purchaser agrees to accept title subject to same:

1. No buildings, structures, or erection of any kind, including extensions and/or additions thereto, and no exterior modifications of any kind shall be erected and/or made on the Property, or any buildings or structures thereon, unless the working drawings, plans and specifications (including materials, colours, elevation, siting and landscaping thereof) have been previously submitted to, and approved in writing by the Vendor, which approval may be arbitrarily withheld.
2. No building erected on the Property shall be used for the purpose of any profession, trade, manufacture or business of any description, or as a school, hospital, apartment house, duplex or rooming house, not for any sport other than such games as are customarily played in connection with occupation of a private residence, nor shall anything be done on the Property or in any building thereon which may be a nuisance to the occupiers of any neighbouring lands. PROVIDED that nothing herein contained shall be deemed to prevent a duly qualified medical practitioner from practicing in any such private dwelling house, but this shall not be construed to permit any such practitioner or any other person to use such private dwelling house as a sanatorium, hospital, nursing home, or anything in the nature thereof.
3. No excavations shall be made on the Property, and no soil, sand or gravel shall be removed therefrom, with the exception of a swimming pool for which a permit must be obtained from the Municipality. No building waste or other material of any kind shall be dumped or stored on the Property. There shall be no interference with any of the drainage facilities servicing the Property or adjacent properties or obstruction of the natural flow of water. Provided in event of any breach hereof, the Subdivider or the Municipality shall be entitled to enter upon the Property to take such steps as necessary to correct the grading.
4. No wall, out-building or other structure of any kind shall be erected by the Purchaser on the Property without the express approval in writing of the Vendor or the Vendor's architect, which approval may be arbitrarily withheld.
5. No chain link fences, except for containment of swimming pool areas, whatsoever shall be permitted on the road side of a flankage lot, except when the outer face is appropriately screened by planting.
6. Fences shall not be erected on front yards, which shall mean to include that portion of the lot from the street line to the dwelling.
7. Fences in the side or rear yards shall not be over six feet in height.
8. No fences shall be erected on the flanking yard on corner houses from the street line to the dwelling without the prior written approval of the Vendor, which approval may be arbitrarily withheld.
9. Any fencing including acoustical fencing, entry gates and walls or other architectural features provided by the Vendor with respect to arterial streets and/or corner houses must be maintained, without modification, in good order and tidy appearance. Any landscaping provided by the Vendor or cause to be provided by the Vendor must be maintained in reasonably the same condition as provided and no change or modification shall be made to the landscaping without the consent of the Vendor. No living tree shall be cut down or removed with consent of the Vendor.
10. No motor vehicle, other than private passenger motor vehicles, and no boats and/or boat trailers, and no trailers with living, sleeping or eating accommodation, shall be placed, located, kept or maintained on the Property or any part thereof unless concealed in a wholly enclosed garage.
11. No motor vehicle which is not being used from day to day, or which is undergoing repairs of any nature, shall be parked or located upon the Property or any part thereof, unless concealed in a wholly enclosed garage.
12. No external, antennas, T.V. dishes which have a diameter in excess of 24 inches, aerials, towers or similar structures and appurtenances thereto, used for radio, wireless or television communication shall be erected on the Property or on any shrubbery, trees, fences or any buildings on the Property, whether such buildings be accessory, temporary or permanent in nature.
13. No signs, billboards, notices or other advertising or promotional matter of any kind ( except ordinary signs offering a unit for sale or rent, or displaying the name and address of the owner, with dimensions thereof not exceeding two feet by three feet) shall be placed on the Property, or any part thereof.
14. The restrictive covenants contained herein shall run with the Property and remain in force for 10 years after the date of registration of the Subdivision Agreement.
15. Provided always that notwithstanding anything herein contained, the Vendor and its successors shall have power by instrument or instruments in writing from time to time to waive, alter or modify the covenants, provisions and restrictions as set out in this Schedule in their application to any lot or lots or to any part thereof without notice to the owner or any lots on the said plan.
16. The covenants and restriction contained herein shall be deemed independent and severable. The invalidity or unenforceability of any one covenant or restriction shall not affect the validity or enforceability of any other covenant.
17. Whenever the terms approval or consent is used herein, it shall mean in writing by the Vendor or its affiliate for the time being.

**SCHEDULE "X"**  
**TARION ADDENDUM**

See attached.