



## AGREEMENT OF PURCHASE AND SALE

By this Agreement of Purchase and Sale (the "Agreement") for good and valuable consideration the undersigned Purchaser(s) (collectively, the "Purchaser") hereby agrees to purchase and the undersigned Vendor (the "Vendor") agrees to sell the land identified below by project, available lot number(s) and plan (the "Land") together with a dwelling house described below by model name, color and elevation (the "Dwelling") to be erected thereon (the Land and Dwelling together herein called the "Property") on the following terms:

1. Property: The Purchasers below named and identified shall purchase the Property:

Project Name: **Lakewood Trails**

Model Name: **The Beach House**

Purchaser 1:

Date of Birth:

Purchaser 2:

Date of Birth:

Vendor: **SUNDEV HOMES LTD.**

Marketing Lot #: **Lot 17, Plan 4M-1636**

2. Purchase Price: The purchase price for the Property is the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ .00) DOLLARS in lawful money of Canada and shall be paid to the Vendor, or as the Vendor may otherwise direct, in the following manner and at the following times:
- (i) By deposit received by the Vendor (5% of total purchase price) \$ \_\_\_\_\_ .00
- (ii) The balance of the Purchase Price being approximately \$ \_\_\_\_\_ .00 shall be payable by certified cheque or bank draft from a Schedule I Canadian Chartered Bank (drawn from funds held in the Purchaser's solicitor's trust account) to the Vendor or as the Vendor may otherwise direct, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 which shall be the date of closing subject to usual adjustments (defined in Schedule A).
3. Closing: The transaction of purchase and sale set out herein shall be completed (the "Closing") on the Firm Closing Date (the "Closing Date") as defined and established in the Taron Addendum attached hereto as Schedule B. The Vendor shall be entitled to change the Closing Date, subject always to the rules set out in the Taron Addendum. The Purchaser shall not be permitted to change the Closing Date other than as set out in the Taron Addendum, as applicable, or with the mutual agreement of the Vendor at the Vendor's sole discretion, and subject to the Vendor's administrative fees in respect thereof set out in Schedule I hereto.
4. Planning Act: This Agreement is subject to the provisions of the Planning Act, R.S.O. 1990, c. P13, as amended or replaced from time to time, and shall be effective to create an interest in lands only if such provisions are complied with prior to Closing.
5. Binding Offer: This Agreement when executed by the Purchaser constitutes an offer to purchase irrevocable for a period of 21 calendar days from the date of execution (the "Irrevocable Period") and, upon acceptance by the Vendor, shall constitute a binding Agreement of Purchase and Sale between the parties. If not accepted by execution hereof by the Vendor on or before the last day of the Irrevocable Period, the offer herein shall be null and void and that portion of the Deposits, which has to that point been paid, shall be returned to the Purchaser without interest or deduction. The Purchaser acknowledges and agrees that the negotiation of any cheque accompanying this offer does not constitute acceptance by the Vendor of the Purchaser's offer. This offer, and the Vendor's acceptance herein, are deemed to be made under seal, whether or not a seal is physically attached, and the parties agree and intend that their signatures alone are sufficient to make this Agreement a contract under seal.
6. No Other Representations: The Purchaser agrees and acknowledges that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, for which the Vendor or the owner of the Lands (if not the Vendor) can be held liable in any way, whether made by oral statement or otherwise of any agent or employee of the Vendor or owner, or contained in or shown on any plan, drawing, brochure, advertisement, display, model or any other sales or marketing material or showrooms, other than as expressly set forth in this Agreement and the Schedules attached hereto, it being the Purchaser's obligation to ensure that any such representation, warranty, collateral agreement or condition upon which it intends to rely must be set out herein in writing. The Purchaser also acknowledges that the Vendor's employees, staff, sales agents or sales contractors cannot and do not provide any legal advice (legal advice should be sought from the Purchaser's own solicitor), and do not have the authority to promise a change or amendment to the Agreement, a limitation of any remedy of the Vendor, or a termination of the Agreement and no such promise is valid or enforceable without the express written statement thereof signed by the Vendor.

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7. Execution and Delivery: Acceptance of the offer herein may be made, notwithstanding anything to the contrary herein contained, by fax or other electronic communication reproducing the original with the necessary signatures and initials and such acceptance is deemed to be made when the parties or their designated solicitors or real estate agent receives the said fax or electronic communication. The person sending such fax or electronic communication shall send or deliver the original to the receiver thereof upon written request therefore and shall otherwise keep the original in its files for future reference.
8. Schedules: All Schedules attached hereto shall form part of this Agreement to the same extent as if incorporated into the body hereof, except where expressly otherwise indicated by statement initialed by all parties to this Agreement on the face page of such Schedule the Purchaser acknowledges that he or she has received all pages and Schedules to this Agreement. This Agreement shall include the following Schedules (and additional schedules may be added as required by the parties)

Schedule A:	Agreement of Purchase and Sale General Terms and Conditions	Schedule F:	Purchaser and Vendor Condition(s)
Schedule B:	Additional Terms and Conditions	Schedule G:	Grading
Schedule C:	Covenants and Restrictions	Schedule H:	Financing
Schedule CUP:	Composite Utility Plan	Schedule J:	Guarantor
Schedule D:	Dwelling Floor Plan and Lot Plan	Schedule M:	Survey Plan
Schedule DE:	Drainage Easements	Schedule T:	Tree Planting and Retention Plan
Schedule E:	Features and Finishes	Schedule TA:	Tarion Addendum

9. Governing Law: This Agreement shall be construed in accordance with and governed by the laws in effect in the Province of Ontario and the laws of Canada applicable therein.

#### Vendor Privacy Policy

By providing personal information to the Vendor on the enclosed form(s) as well as all subsequent schedules, you (Purchaser) are consenting to it use as it pertains to (i) the construction and scheduling of your home; (ii) its use by the Vendor's solicitors as well as your solicitor as it pertains to the final closing of this transaction; (iii) its use by any applicable lender or mortgage company (where applicable) for the purposes of providing financing (either to the Purchaser for the purchase of the Property; or to the Vendor for development of the relevant project containing the Property), or (iv) its use by a Rental Property (as defined in Schedule A hereto) supplied for the purpose of communicating the terms and conditions associated with an Rental Property, and related product and service information, and for administering the customer relationship and communication with you. For more detailed information on the Vendor's privacy practices please visit [www.sundev.com](http://www.sundev.com) or ask your Sales Representative to view our Privacy Policy.

IN WITNESS WHEREOF the Purchaser has executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Purchasers Solicitor:

Purchasers:

Attention:  
Telephone Number:  
Email:

Telephone Number: (    )  
Facsimile Number:  
Email:

	PURCHASER 1	PURCHASER 2
Purchaser Name		
Present Address		
Town / Province		
Postal Code		
Cellular Number		
Email Address		
Purchaser Signature		
Witness Signature		

Notice:

- 1) Purchaser shall provide their solicitor information to the Vendor as per Paragraph 5.2(a), Schedule A.
- 2) By providing his/her email address the Purchaser is specifically consenting to receiving notices under this Agreement from the Vendor by e-mail.
- 3) Purchaser shall advise the Vendor in writing immediately should any of their contact information change.

IN WITNESS WHEREOF the Vendor has executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Vendor's Solicitor  
La Pierre Law Office  
2663 Innes Road  
Gloucester, Ontario  
K1B 3J7

Attention: Cecilia Perdigao  
Telephone Number: (613) 830-1112  
[cperdigao@lapierrelaw.ca](mailto:cperdigao@lapierrelaw.ca)

Vendor  
SUNDEV Homes Ltd.  
1705 Old Prescott Road  
Greely, Ontario  
K4P 1M8

Telephone Number: (613) 986-1422  
Facsimile Number: (613) 821-7997  
Email: [sundevhomesltd@outlook.com](mailto:sundevhomesltd@outlook.com)

\_\_\_\_\_  
Per authorized signing office

Vendor

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AGREEMENT OF PURCHASE AND SALE

SCHEDULE "A"  
GENERAL TERMS AND CONDITIONS

**ARTICLE1 - INTERPRETATION**

**1.1 Definitions**

In this Agreement, including all schedules thereto, the following terms shall have the following meanings unless a contrary intention is expressed herein:

"Acceptance Date" means the date upon which the Vendor accepts, by execution of this Agreement the within offer by the Purchaser;

"Adjustments" has the meaning set out in Paragraph 2.4 below;

"Agreement" means this Agreement of Purchase and Sale, and any and all amendments thereto, including any recitals and Schedules;

"Amended Elevation" has the meaning set out in Paragraph 3.3(c) below;

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

"Closing" has the meaning set out in Paragraph 3 on Page 1 of this Agreement;

"Closing Date" has the meaning set out in Paragraph 3 on Page 1 of this Agreement;

"CRA" means the Canada Revenue Agency, or such other Governmental Authority as may replace it from time to time;

"Deposits" has the meaning set out in Paragraph 2 on Page 1 of this Agreement;

"Development Levies" has the meaning set out in Paragraph 2.3 below;

"Development Levy Increase" has the meaning set out in Paragraph 2.3 below;

"DRA" has the meaning set out in Paragraph 5.2(d) below;

"Dwelling" has the meaning set out in the recital paragraph of Page 1 of this Agreement;

"Excise Tax Act" means the Excise Tax Act R.S.C. 1985 c.E-15, as amended from time to time including, without limitation, An Act to amend the Excise Tax Act (Provincial Choice Tax Framework Act) S.C. 2009 c. 32, and regulations made thereunder;

"Governmental Authority" means any federal, provincial or applicable municipal government, and any government agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;

"HST" means Harmonized Sales Tax exigible pursuant to the Excise Tax Act;

"HST Rebates" has the meaning set out in Paragraph 2.1(a) below;

"Hydro Supplier" has the meaning set out in Paragraph 4.4(h) below;

"Irrevocable Period" has the meaning set out in Paragraph 5 on Page 1 of this Agreement;

"Land" has the meaning set out in the recital paragraph of Page 1 of this Agreement;

"Neighboring Properties" has the meaning set out in Paragraph 5.1 below

"ONHWPA" means the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O-31, and regulations thereunder, all as amended or replaced from time to time

"Permitted Encumbrances" has the meaning set out in Paragraph 5.1(b) below;

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"POI Certificate" has the meaning set out in Paragraph 4.3(a) below

"Pre-Delivery Inspection" has the meaning set out in Paragraph 4.3(a) below;

"Project" means the project identified in Paragraph 1 on Page 1 of this Agreement;

"Property" has the meaning set out in the recital paragraph of Page 1 of this Agreement;

"Purchase Price" has the meaning set out in Paragraph 2 on Page 1 of this Agreement

"Purchaser" has the meaning set out In the recital paragraph of Page 1 of this Agreement;

"Purchaser Default" has the meaning set out in Paragraph 6.2(a) below

"Rental Property" has the meaning set out in Paragraph 4.5(1) below;

"Selections" has the meaning set out in Paragraph 4.2(a) below

"Standard Finishes" means those standard features and finishes for the Dwelling set out in Schedule E attached to this Agreement;

"Subdivision" means those lands and premises comprising tots, blocks and roads on the Registered (or Draft) Plan of Subdivision containing, or proposed to contain, the Property;

"Tarion" means the Tarion Warranty Corporation, or such entity as may replace it from time to time under ONHWPA;

"Tarion Addendum" means Tarion's Addendum form attached hereto as Schedule B

"TER" means the Teraview® electronic registration system established and operated by Teranet Inc. pursuant to regulations made under the Land Registration Reform Act R.S.O. 1990, c. L.4;

"Third Party Warranties" has the meaning set out in Paragraph 4.5(b) below;

"Transfer" means the registrable Transfer of the Property prepared pursuant to the Land Registration Reform Act R.S.O. 1990, c. L.4;

"Unavoidable Delay" shall have the same meaning as "Unavoidable Delay" defined in the Tarion Addendum;

"Vendor" has the meaning set out in the recital paragraph of Page 1 of this Agreement

"Warranties" means the warranties expressly provided under ONHWPA in respect of the Deposits, and in respect of the Dwelling.

## 1.2 Interpretation

Interpretation in this Agreement, including the recitals and Schedules to this Agreement, except where expressly stated to the contrary or the context otherwise requires:

- a. the division of this Agreement into separate Articles, Paragraphs and/or headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- b. each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria having the force of law made under that statute and any successor statute, each as amended or re-enacted from time to time;
- c. the words "include" and "including" are to be construed as meaning "including, without limitation";
- d. words importing the singular include the plural and vice versa and words importing gender includes all genders, all as required by context;
- e. reference to a time of day or date means Eastern Standard Time, and in the event that any date or time period related to in this Agreement shall fall or expire upon a day which is not a Business Day, such date or time period shall be deemed to fall or expire on the first Business Day thereafter;

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- f. all references to amounts of money mean lawful currency of Canada:
- g. the invalidity of any particular provision in this Agreement shall not affect any other provision of this Agreement and this Agreement shall be construed as if any such invalid provision shall have been omitted; and
- h. all references in this Agreement to any agreement (including this Agreement), document or instrument means such agreement, document or Instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.

### 1.3 Time of the Essence:

Time shall be of the essence in all respects in this Agreement, provided however that the time for doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective counsel who are hereby expressly appointed for that purpose, and otherwise in accordance with the Tarion Addendum.

## ARTICLE 2 – PAYMENTS, CHARGES AND ADJUSTMENTS

### 2.1 HST

- a. The parties acknowledge that the Purchase price as stated includes applicable HST at the time of executing this Agreement and excludes the amounts of any applicable new housing rebates in accordance with the Excise Tax Act (collectively, the "HST Rebates") which have been credited to the Purchaser in arriving at the Purchase Price.
- b. The Purchaser acknowledges that the consideration shown in the Transfer of, the Property shall comprise the total base price for the Property, including the cost total options and upgrades added thereto and other amounts required to be added thereto by law, plus an amount equal to the amount of the HST Rebates (which the Vendor shall receive by assignment from the Purchaser herein); but excluding all taxes
- c. The Purchaser shall pay any increased HST or other governmental taxes applicable as a result of an increase in the percentage of HST payable or resulting from the purchase of options, or upgrades following the Acceptance Date and such, further HST shall be issued as a Closing adjustment. If for any reason the Purchaser does not qualify for the HST Rebates the Purchaser shall Indemnify the Vendor (the amount of such HST Rebates by adjustment on Closing or, if the HST Rebate is rejected by CRA after closing, by payment of certified funds including interest on the amount of the HST Rebates calculated, from the Closing Date at the rate equivalent to five percent (5%), per annum above the prime
- d. In consideration of the Purchase Price having already, accounted for the HST Rebates, the Purchaser hereby irrevocably assigns to the Vendor the benefit of the HST Rebate The Purchaser warrants that the Property is being purchased as the Purchaser's primary place of residence and that the Purchaser will take possession and occupy the Dwelling forthwith upon Closing and will not allow occupancy of the Dwelling by any other individual, (other than a relation of the Purchaser as defined in the HST legislation) as a place of residence prior to occupancy by the Purchaser, If, the Vendor is not satisfied, in good faith but in its sole and subjective discretion that the Purchaser will so occupy the Dwelling, the Vendor shall be entitled to request and collect the full amount of HST from the purchaser on Closing and the Purchaser shall be entitled to make its own Application to the CRA for any applicable HST Rebates.
- e. The Purchaser agrees to execute and deliver on Closing any and all such documents as the Vendor may require confirming the foregoing warranties and agreement is including an application or applications in accordance with HST legislation containing prescribed information required by the CRA for the HST Rebates, duly signed by all persons to whom title is to be transferred.

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## 2.2 Upgrades and Options

- a. The Purchaser, acknowledges and agrees that the Purchase Price for the Property includes the Dwelling with only the Standard Finishes Any additional options or upgrades specifically ordered or chosen by the Purchaser in respect of the Dwelling and supplied by the Vendor will be paid for by the Purchaser in accordance with the Vendor's payment policies then in effect as set out in the options/upgrades confirmation signed by the Purchaser at time of selection.
- b. Additional cost or credits as described in Paragraph 4.2(b) below may be issued as a closing adjustment. If any option and/or upgrade is otherwise inadvertently omitted by the Vendor during construction of the Dwelling, the Vendor at its sole discretion, may issue the Purchaser a credit either as a Closing adjustment or by cheque, equal to the amount of the option and/or upgrade and the Vendor's liability therefore shall be limited to the said amount and the Purchaser shall be required to close the transaction.

## 2.3 Adjustments on Closing

The Purchaser agrees to adjust the following amounts (the "Adjustments") on Closing, where applicable in respect of the Property, the Closing Date itself being for the account of the Purchaser:

- a. Realty taxes (which may be estimated as if the Property has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed); local improvement charges, water and assessment rates, gas and hydro accounts (to be apportioned between the parties to the Closing Date);
- b. increased HST or other governmental taxes applicable as a result of an increase in the percentage of HST payable, or resulting from the purchase of extras or upgrades following the Acceptance Date including any decrease in the amount of the HST Rebates resulting from the purchase of extras or upgrades;
- c. the amount of any HST Rebates credited in calculating the Purchase Price but for which the Purchaser does not qualify on the Closing Date (to be credited to the Vendor);
- d. the cost to supply, install and connect any meters for gas, cable, telephone and hydro (to be credited to the Vendor);
- e. any cost or credit resulting from any selection, reselection or omission of options, upgrades, materials or colours pursuant to Paragraphs 2.2(a) or 2.2(b);
- f. any amounts expended by the Vendor to remove or discharge any registration or lien caused to be registered by the Purchaser in respect of the Dwelling or the Property;
- g. interest at the rate of five percent (5%) per annum above the prime commercial lending rate charged by TD Canada Trust on the due date in respect of any amount, payment and/or adjustment due and payable to the Vendor in this Agreement that is not made and/or paid on the said date due;
- h. generally, and to the extent not otherwise set out above, all costs, losses and damages arising out of a Purchaser Default; and
- i. any administrative fees and costs set out in Schedule I attached to this Agreement, where and if applicable in the circumstances described in the relevant paragraphs of this Agreement, and to the extent not already described above or elsewhere in this Agreement.

Notwithstanding anything to the contrary herein, the Vendor shall be entitled, in its sole discretion, to require that payment of any amount set out in this Agreement, including the adjustments set out above, be made directly by the Purchaser prior to Closing by way of certified funds or cheque from a Schedule I Canadian Chartered Bank as directed by the Vendor, and the inclusion in the above list of possible adjustments of costs, expenses, charges or fees relating in any manner to a Purchaser Default shall not be interpreted as waiving or consenting to such default and the Vendor shall retain any and all rights and remedies in respect thereof as are available in this Agreement, at law, or in equity. Where an Adjustment involves the reading of any metered utility, the Vendor shall be entitled to adjust therefore based on a bona

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fide estimate (reasonably arrived at) of such consumption, and the Purchaser shall be responsible after Closing for all invoices relating to any utility adjusted for herein, regardless of the period of consumption covered by such invoice, and shall not be entitled to a re-adjustment therefore.

## 2.4 Other Amounts and Adjustments

- a. The Purchaser acknowledges that it shall be solely responsible for:
  - i. the costs of any and all registrations of documents required by or associated with the Transfer on Closing;
  - ii. all applicable provincial and municipal land transfer taxes payable on the transfer of the Property; and
  - iii. legal fees and disbursements for the Purchaser's own solicitor.

## ARTICLE 3 - VENDOR OBLIGATIONS AND RIGHTS

### 3.1 Preparation of Land

The Vendor will, to the satisfaction of the relevant Governmental Authority, comply with its obligations as to the installation of services, utilities and roads as set out in any subdivision or other relevant agreement between the Vendor and the Governmental Authority affecting the Property.

### 3.2 Construction of Dwelling

- a. Where no portion of the Dwelling has been constructed before the Acceptance Date, the Vendor will construct and complete the Dwelling upon the Land in accordance with the plans and specifications relating thereto already examined by the Purchaser, but subject always to: (i) such variations, alterations and/or modifications by the Vendor as are required by the relevant Governmental Authority, or as otherwise permitted in any provision of this Agreement; and (2) those options and upgrades as are selected by the Purchaser in strict accordance with the provisions and procedures therefore set out in this Agreement.
- b. Where any portion of the Dwelling has been constructed before the Acceptance Date, the Vendor will complete the Dwelling upon the Land in accordance with the plans and specifications approved by the relevant Governmental Authority, but subject always to such changes and amendments by the Vendor as are permitted in any provision of this Agreement, and only those options and upgrades as may be left available to be selected by the Purchaser by reason of the stage of construction of the Dwelling as at the Acceptance Date, such selections to be made in strict accordance with the provisions and procedures therefore set out herein.
- c. The Vendor shall enroll the Dwelling under ONHWPA.
- d. The Dwelling shall be deemed to be completed and ready for Closing when all interior work has been substantially completed so that the Dwelling may be reasonably occupied notwithstanding that there remains non-substantial interior or exterior work to be completed including painting, paving, walkways, decks, driveways; grading, seeding and landscaping, and notwithstanding that the relevant Governmental Authority may not yet have issued any applicable "Occupancy Permit" or "Certificate of Completion. The Vendor may provide signed written confirmation as to occupancy as provided in the Tarion Addendum.
- e. The Vendor shall provide two (2) copies of the legal as-constructed survey to the Purchaser's solicitor as soon as available or at a minimum 10 days prior to Closing.
- f. The Property and equipment therein or thereon shall be and remain at the Vendor's risk until the Closing Date. If the Property is damaged prior to the Closing Date, any resulting

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delay shall be considered to be an Unavoidable Delay and the provisions set forth in the Taron Addendum in respect thereto shall apply.

### 3.3 Vendor Rights

Notwithstanding anything to the contrary set out in this Agreement, the Vendor shall have the right:

- (a) To make deviations from the plans and specifications relating to the Dwelling, and to substitute other materials for those provided for in the plans and specifications, and the Standard Finishes, provided that such materials are of equal or better quality than the materials provided for in the plans and specifications;
- (b) To install all standard or optional items in such locations as it deems appropriate taking into consideration any onsite building restraints, but using its reasonable commercial efforts to construct the same as close as possible in the locations provided for in this Agreement and the Selections;
- (c) To construct an external elevation for the Dwelling other than as specified in this Agreement, or amend driveway construction, sidewalks, utilities placement, boulevard tree planting, landscaping, corner lot fencing design and finish (including the location of such corner lot fencing), exterior colour schemes, or any other material external to the Dwelling (all of which is hereinafter referred to as the "Amended Elevation") where architectural control of such items have been imposed by a Governmental Authority or adopted by the Vendor to enhance the aesthetics of the community as a whole, and the Purchaser hereby irrevocably agrees to accept the Amended Elevation in lieu of the elevation specified for the Dwelling on Page 1 of the Agreement, and the definition of "Dwelling" herein shall be deemed to be amended accordingly;
- (d) To construct the Dwelling:
  - (i) In an altered orientation upon the land, provided access to and from the public road is not materially adversely impacted; and/or
  - (ii) On a reverse mirror image plan, including reversal of driveway and garage orientation and reversal of interior floor plan layout; and/or
  - (iii) At a grade level different than as depicted in the sales brochures, renderings and other plans and specifications previously reviewed by the Purchaser, necessitating a sunken floor area(s) within the Dwelling, a step or series of steps to or at the front door, side door, rear door, or any door from the garage to the interior of the Dwelling, or the inclusion of landings, decks and railings;
 and the Dwelling as so constructed is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation to construct the Dwelling;
- (e) To modify the terms and conditions of sale of any home other than the Dwelling which is available for sale by the Vendor or any related or affiliated person at any time, without notice, in order to address variables including floor plans, elevations, location, orientation, lot sizes, lot configuration, proximity to surrounding elements, lot premiums, financing, features, options, upgrades, colours and/or amenities, timing, included features, market conditions and/or any other factors;
- (f) To alter landscaping, grading slope and drainage plans, at its discretion and at any time, and where required by the relevant Governmental Authority, construct swales, slopes, retaining walls, fences or other devices on or for the benefit of the Dwelling or Subdivision;
- (g) To alter any of the Standard Finishes if required to do so to obtain architectural approval or approval by any municipal or Governmental Authority.
- (h) To free and unimpeded access to the Property, both before and after Closing with 24hrs notice or at the discretion of the buyer, in order to make inspections and do any work or repairs thereon which it may deem necessary.
- (i) To enter upon the Property for the purpose of rectifying at the Purchaser's expense, any alterations or additions made without written permission of the Vendor after Closing by the Purchaser to any fencing, drainage ditches, grades, deviations, or surveyor stakes contrary to the municipality approved drainage pattern, or obstructing the natural flow of water from or through the Property.
- (j) To enter upon the Property and remove, at the Purchaser's expense, any fence or fencing modifications, deck, patio, shed, swimming pool, tree, garden, air conditioning unit, driveway alteration or expansion or other similar structure or obstacle upon the Property, installed by the Purchaser before such time as the grading and sodding has been accepted and approved by the relevant Governmental Authority and the Vendor released from its obligations in connection therewith;
- (k) To use any residential unit or vacant land in or near the Subdivision for purposes of model or show homes, sales centres, site offices, signage, storage of construction materials or parking related to the foregoing uses and may relocate the same in his sole discretion from time to time, and the Purchaser acknowledges that no

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representations whatsoever have been made by the Vendor as to the location, relocations, number or type of any of the foregoing uses; and

- (l) To enter (or to allow the relevant Government Authority(ies), or their respective servants or agents to enter) upon the Property at any time during a period of five (5) years from the Closing Date or until the assumption of the municipal roads and services by the relevant Governmental Authority, whichever is later, at such locations as the Vendor shall determine from time to time, with or without machinery, equipment and vehicles, in order to inspect, repair, maintain, rectify or complete construction of any fences constructed by the Vendor in accordance with municipal requirements, or in accordance with the Vendor's own design plan, or any other aspect of the Subdivision, the Neighboring Properties or the Property, including any grading changes and installation of catch basins and/or to comply with any applicable laws or regulations in connection therewith, provided that the Vendor shall erect protective fencing as necessary and shall, on completion of such works, restore the Property and the Dwelling, including any landscaping or fencing permitted under this agreement.

#### **ARTICLE 4 - PURCHASER OBLIGATIONS**

##### **4.1 Payment of Purchase Price**

- a. The Purchaser shall pay the Deposits, and all fees, charges and other amounts, including charges for all options and upgrades, as and when due herein. The Purchaser shall pay the balance of the Purchase Price, subject to and together with Adjustments on Closing.
- b. The Purchaser shall provide such information respecting the Purchaser as the Vendor or the Vendor's lender may, from time to time require, so as to enable the Vendor or the Vendor's lender to establish the Purchaser's credit worthiness and/or to conduct and/or have conducted credit investigations, and the Purchaser hereby consents to the same being conducted.

##### **4.2 Dwelling Materials and Finishes Selection Process**

- a. Where the Dwelling, or any portion of the Dwelling, has not yet been constructed and for which options, upgrades or colour selections are available and open to the Purchaser within the limits of the plans and specifications for the Dwelling, the Purchaser shall be requested to attend a meeting or meetings within five (5) Business Days of being notified, at a time and location as determined by the Vendor, for the purpose of selecting (or re-selecting where prior selections are not available for any reason) certain colours, materials, options and upgrades from the Vendor's samples (collectively, the "Selections") as are applicable to the project, model and elevation of the Dwelling. The Vendor advises tile Purchaser to review all material provided in advance of the said appointment. The Purchaser shall provide at least 24 hours prior notice to reschedule the said appointment, provided that any rescheduled appointment within five (5) Business Days of the Vendor's initial notification. Should the Purchaser fail to attend any such meetings or not complete the Selections within the said 5 Business Day period, the Vendor may in its sole discretion make all colour and material selections not made in respect of the Dwelling and such selections made by the Vendor shall be final and binding on the Purchaser.
- b. If any of the Selections of the Purchaser is not reasonably available during construction, so that the Vendor, when seeking to obtain it, would delay the construction of the Dwelling, or if the Vendor cannot obtain architectural approval for any of the Purchaser's Selections, the Vendor shall notify the Purchaser and provide an opportunity to the Purchaser to make or approve alternate Selections from the samples provided by the Vendor. If the Purchaser has not made (or approved) such alternate Selections within five (5) Business Days following notification by the Vendor, the Vendor may in its sole discretion make all alternate colour and material selections not made in respect of the Dwelling and such selections made by the Vendor shall be final and binding on the Purchaser. Where the Selections which were not available or not architecturally approved were options or upgrades and the Purchaser has not made (or approved) such alternate Selections as provided above, the Vendor may construct the Dwelling using the Standard Finishes in respect of those features. If at the time of Closing, any option or upgrade has otherwise been omitted for any reason, the Vendor shall be entitled at its option to install the option or upgrade in a Dwelling after Closing, or to credit the Purchaser on the Closing Date with the amount the Purchaser paid for such option or upgrade, or to refund such amount subsequent to the

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Closing Date, and the Vendor's liability shall in all events be limited to the said amount and the Purchaser shall be required to close the transaction.

- c. The Purchaser agrees that there will be no additions, deletions or changes allowed by the Purchaser to the Selections once finalized, as determined solely by the Vendor. In the event that the Purchaser requests such additions, deletions or changes, the Vendor has no obligation to entertain such requests, but in the event the Vendor agrees to allow such additions, deletions or changes the Purchaser shall be subject to administration fees as determined by the Vendor.
- d. The Purchaser agrees that certain Standard Finishes listed in Schedule E may, at the option of the Vendor, be deleted where any of the Selections of the Purchaser replace or prevent the inclusion of the said standard feature or features. The Purchaser acknowledges and agrees that there shall be no reduction in the Purchase Price or credit for any such standard feature or finish so deleted.
- e. Subject always to the provisions of ONHWP, if for any reason whatsoever this Agreement is not completed, the Purchaser will be liable for payment of any options and upgrades installed in the Dwelling, and all amounts paid by the Purchaser to the Vendor pursuant to this Paragraph shall be retained by the Vendor unless required to be refunded under ONHWP. The Purchaser further agrees that if this Agreement is not completed as a result of a Purchaser Default, and the Vendor deems it necessary to return the Dwelling to the Standard Finishes or to remove any options or upgrades specifically ordered or chosen by the Purchaser and already installed by the Vendor, then the Purchaser will pay to the Vendor, on demand, the cost of returning the Dwelling to the Standard Finishes.

#### 4.3 Pre-Delivery Inspection Process

- a. The Purchaser shall within five (5) Business Days of being notified, meet at the Dwelling with a representative of the Vendor at a time to be agreed upon with the Vendor, to inspect the Dwelling (the "Pre-Delivery Inspection") to verify that it has been substantially completed in accordance With the provisions of this Agreement. The Purchaser shall complete and execute the Tarion form of "Certificate of Completion and Possession" (the "PDI Certificate") during the Pre-Delivery Inspection. Issuance of the PDI Certificate by the Vendor shall be effected by completion and execution thereby the Vendor and by delivery thereof to the Purchaser or to the Purchaser's representative at the Pre-Delivery inspection, or If the Purchaser has failed to attend the Pre-Delivery Inspection, the Vendor is authorized to complete the inspection, and leave the POI Certificate in the Dwelling at the time of the scheduled Pre-Delivery Inspection. If, for any reason, the PDI Certificate is not available at the time of the Pre-Delivery Inspection and is otherwise not reasonably available prior to the Closing Date, the Purchaser agrees to complete the transaction in any event and to sign the POI Certificate after Closing upon request. Should the Purchaser fail to be available or not attend a scheduled Pre-Delivery Inspection, the Vendor shall be entitled to complete and execute the POI Certificate on behalf of the Purchaser.
- b. The Purchaser acknowledges and agrees that only the Purchaser(s) herein named or, upon notice in writing to the Vendor, an alternative designate authorized in accordance with ONHWP, will be allowed to attend the Pre-Delivery Inspection.
- c. The Purchaser acknowledges that the Vendor shall provide to the Purchaser, at the time of the Pre-Delivery Inspection, a New Home Manual (from the Vendor) and a Homeowner Information Package .(from Tarion). The Purchaser acknowledges that any warranty claims shall be submitted in writing as per the Tarion guidelines and also in the required format and procedure.
- d. The Purchaser acknowledges that the Pre-Delivery Inspection is the only opportunity that the Purchaser will have to visit and inspect the Dwelling prior to Closing and that if the Purchaser is arranging independent mortgage financing, any applicable lenders or their appraisers, inspectors or authorized representatives will not have access to the Dwelling other than at the time of the Pre-Delivery Inspection. Said representatives shall comply with the Vendors Health and Safety policy and shall sign in at the Vendor's site office and shall wear at a minimum safety shoes and hardhat.
- e. If there is any deficient or uncompleted work remaining at the time of the Pre-Delivery Inspection, .such items shall be listed on the Vendor's Pre-Delivery Inspection form and/or the POI Certificate, both of which the 'Purchaser agrees to sign.

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#### 4.4 Purchaser Covenants

The Purchaser covenants;

- a. To abide by the covenants and deed restrictions in Schedule C of this Agreement.
- b. The Vendor or any affiliate or related entity with respect to all or any part of the Subdivision, or respecting all or any part of any adjacent plan or plans of subdivision and/or other adjacent lands being or to be developed by the Vendor or any affiliate or related entity, and the Purchaser shall accept the Property and be bound by the official or secondary plan amendment, re-zoning, minor variance, severance, subdivision, and/or site plan as submitted by the Vendor and approved by the relevant Governmental Authority, as may be amended or replaced from time to time, without abatement or set-off.
- c. Not to erect any retaining walls, fences, decks, patios, swimming pools, trees, gardens, air conditioning units or other similar structures or obstacles upon the Property, or alter or expand the driveway, for one (1) year from the Closing Date, or until such time as the grading and sodding has been accepted and approved by the relevant Governmental Authority and the relevant Governmental Authority has released the Vendor from its obligations in connection therewith and in connection with the Subdivision generally, whichever is later; and agrees that, any breach of the above covenants by the Purchaser shall render the Purchaser liable for any and all losses, damages and/or costs which may arise as a result thereof, including any and all amounts expended by the Vendor pre or post Closing to correct, rectify and/or remedy any damage caused by the Purchaser, and those for whom it is in law responsible, to any services, utilities, installations, or equipment installed within the Subdivision including survey stakes, landscaping, trees, curbs, curb cuts, streets, roads, sidewalks, street signs, street lighting and/or underground services installed by and/or on behalf of the Vendor and/or any public and/or private utility and/or company, and, any such breach shall, unless prohibited by applicable law, negate any expressed or implied warranty with respect to any portion of the Property which is damaged, destroyed, or otherwise affected as a result of such breach by the Purchaser and relieve the Vendor of all obligations to the Purchaser in respect of grading and landscaping on the Property where the erection of a structure or fence contrary to the above has impeded physical access, without affecting its rights to access as provided herein; and further covenants;
- d. To execute on Closing any required appliance rental agreement, if and when requested to do so by the Vendor or the supplier or manufacturer of such appliances, where the said equipment located in the Dwelling is Rental Property;
- e. To enter into an agreement with the supplier of hydro services to the Property (the "Hydro Supplier") on or before the Closing Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Hydro Supplier prior to the Closing Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Closing Date;
- f. To ensure after Closing and in respect of the property taxation year in which Closing occurs, that the Property is properly assessed for property tax purposes and to take such steps as may be necessary therefore by way of appeal or otherwise in respect of any Notice of Assessment forwarded by the appropriate authority relating to occupancy of the Property;
- g. To execute any grant or grants of easement or other rights, as more particularly described in Subparagraph 5.1(b) below in respect of the Property required by any Governmental Authority, public or private utility, or the Vendor, during a period of five (5) years from the Closing Date;
- h. To accept on Closing a Transfer/Deed of Land or other registered document containing the following provision (or such reasonable alternative wording as may be required by any governmental entity);

*"Subject to, and reserving unto the Transferor and any a person or corporation affiliated with the Transferor, for a period of five (5) years from the date of registration of the Transfer/Deed of Land from the Transferor to the Transferee and at such locations on the*

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*Property as the Transferor or such person or corporation affiliated with the Transferor shall determine from time to time, the right to access the Property, with or without machinery, equipment and vehicles, and/or to excavate parts of the Property as required by the Transferor in order to complete any necessary construction on lands adjoining or in the vicinity of the Property; provided that only if applicable the Transferor shall erect protective fencing as necessary and shall, on completion of construction, restore the property and the Dwelling, including any permitted landscaping or fencing. The Transferor, its successors and assigns, its servants or agents and such person or corporation shall have reasonable access to the property for such purposes;*

#### 4.5 Purchaser Acknowledgments

The Purchaser acknowledges and agrees that:

##### **Dwelling**

- i. except where the Purchaser is purchasing a model home or where the Dwelling was constructed and complete, or near completion, on the Acceptance Date, the Purchaser has purchased the Dwelling on the basis of the plans and specifications for the Dwelling which the Purchaser has reviewed and accepted, which were available at the Vendor's sales office and dated as at or prior to the date of execution of this Agreement by the Purchaser. Where the Purchaser is purchasing a model home or where the Dwelling was constructed and complete, or near completion, at the time of the execution of this Agreement by the Purchaser, the Purchaser acknowledges that it has purchased the Dwelling on the basis of an actual viewing and inspection thereof, such Dwelling being sold and purchased on an "as is, where is" basis (other than in respect of the Warranties, and any options and upgrades agreed to in writing by the Vendor in accordance with the processes set out herein);
- j. the Purchaser will accept the Property together With the Warranties and:
  - i. the Warranties constitute the only warranties to which the Purchaser is entitled under this Agreement, at law or in equity and there are no other warranties whatsoever by the Vendor or any affiliate or related entity, officer or director thereof, whether express or implied, as to the Property or as to the construction of any improvements on or under the Property, and any duty in tort related to the Property is expressly waived by the Purchaser;
  - ii. except for the "Freehold Delayed Closing Warranty" provided under ONHWPA, the Warranties commence on Closing or the date the Purchaser takes possession of the Property, whichever is earlier;
  - iii. any defects covered by the Warranties shall be reported immediately in writing;
  - iv. the Vendor shall only be obliged to repair defects actually covered by the Warranties and for which it is responsible, and any applicable limitation periods at law or in equity shall continue to run notwithstanding any work which may be undertaken to remedy the defect;
  - v. the Purchaser will receive from the Vendor, or in the Dwelling at the time of the Pre-Delivery Inspection, a "Homeowner's Manual" containing details of the Warranties and applicable care and maintenance requirements in respect of the Property, and the Vendor shall not be responsible for any problems or defects caused by failure to follow the requirements set forth in the said "Homeowner's Manual";
  - vi. there may be warranties or extended warranties provided by manufacturers or suppliers of goods installed in or on the Property ("Third Party Warranties") which will be passed on to the Purchaser to the extent the same may be assignable; and
  - vii. the Vendor is not responsible for any Third Party Warranties, and the Purchaser shall deal directly with the providers of the Third Party Warranties and assumes and shall be responsible for complying with any warranty registration and notification requirements relating thereto;

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- k. without limiting the generality of the foregoing, the Vendor's sales representatives, property managers and construction site employees do not have authority to authorize any work and/or supply of any material to the Property by the Purchaser, and his/her agents, Invitees or licensees, contrary to this Agreement;
- l. the Vendor shall not be obliged to build the Dwelling, or compensate the Purchaser, or perform any repairs relating to the Warranties to any other standard or criteria except in accordance with ONHWP, and the relevant building codes and fire codes of the relevant Governmental Authority(ies) with jurisdiction over the Property;
- m. a copy of any required occupancy permit or certificate of completion may not be available for delivery to the Purchaser at the time of Closing, but shall be delivered to the Purchaser within a reasonable time after receipt thereof by the Vendor from the relevant Governmental Authority;
- n. as a condition of occupancy of the Dwelling, the Vendor may be required to supply and install certain appliances (the "Rental Property"), and the Rental Property, and any other equipment identified elsewhere in this Agreement as leased or rented:
  - i. is not included in the Purchase Price;
  - ii. shall remain chattel property and not become a fixture or part of the Dwelling; and
  - iii. is owned by the Vendor's designated supplier of the Rental Property which shall have a registrable security interest therein;
- o. the Vendor's model homes contain features, finishes, decorations and chattels that are not intended to be included in the Dwelling or under this Agreement unless expressly stated in this Agreement and that all promotional and other material (including sketches, broker preview packages, plans, renderings and drawings related to the Dwelling, the model homes and subdivision areas in the vicinity of the Property) are of a conceptual nature only, and that the Vendor may future amend its plans from time to time in any manner whatsoever, including rezoning, plan amendments, or minor variances in respect of the land in the vicinity of the Property for multiple residential housing or otherwise;
- p. Materials and colours in respect of Dwelling features and finishes and Selections will be as close as possible but not necessarily identical to the Vendor's samples, and in particular:
  - i. variations in colours, shades of colours, and textures of materials may occur in finishing materials such as, but not limited to marble, ceramic tile, bathroom fixtures, cabinetry, stain, brick and shingles, and that It is normal for veins and/or small cracks to develop in natural stones such as marble, granite and agglomerates, and the Vendor is not responsible therefore; and
  - ii. wood products such as, but not limited to, cabinet doors, stairs, railings, pickets and wood floors, are a natural product and hence there will be variation in the grain, colour, texture and finish within the same piece of wood and surrounding pieces of wood and the Vendor is not responsible therefore;
- q. the electrical outlet locations in the Dwelling shall be installed pursuant to the electrical code and may vary from unit to unit unless otherwise specified as an option by the Purchaser;
- r. framing in of heating and/or plumbing pipes and other rough-in work may result in bulkheads and boxed corners not otherwise indicated on the plans and/or specifications for the Dwelling and may vary from unit to unit;
- s. any property taxes quoted by the Vendor for an adjustment therefore a Closing, are an estimate only of the property taxes for the then current year and that the purchaser's lending institution may request a higher monthly payment the first year and the relevant Governing Authority may issue a real assessment following Closing, Which taxes may be in addition to those adjusted with the Vendor; and which shall be entirely the responsibility of the Purchaser;

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- t. square footages quoted in all brochures, price lists, and all other material (including plans and specifications) prepared by the Vendor or on the Vendor's behalf in respect to the Dwelling or any other unit, are quoted only as a convenience to potential purchasers and are approximate;
- u. any property taxes quoted by the Vendor at or for the purposes of an adjustment thereof at Closing, are an estimate only of the property taxes for the then current year, and that the Purchaser's lending institution and may request a higher monthly payment in the first year; and
- v. the Purchaser may be responsible for ensuring that the Property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appealing, or otherwise, in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the Property.
- w. the Purchaser shall be responsible to ensure the property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appealing or otherwise in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the Property if there is any water leakage in the basement of the Dwelling or any other costs which the Vendor is required to repair and/or rectify under ONHWPA, the Vendor shall in no event be liable for any consequential, incidental or secondary damages related thereto. Including consequential, incidental or secondary damages: to any improvements, fixtures, furnishings or personal property of the Purchaser;
- x. Immediately following Closing, the Purchaser shall have assumed responsibility for all aspects of the property including Insurance, payment of property taxes, all utility, telephone and cable services.

#### **Subdivision and Exterior Elements**

- a. If there is any water leakage into the basement of the Dwelling or any other loss, cost and/or damage which the Vendor is required to repair and/or rectify under ONHWPA, the Vendor shall in no event be liable for any consequential, incidental or secondary damages related thereto including consequential, incidental or secondary damages to any improvements, fixtures, furnishings or personal property of the Purchaser;
- b. landscaping, grading, slope and drainage plans may be altered by the Vendor. At its discretion at any time and that any ravine or other lots may contain specific building restrictions relating to the location of buildings and restrictions or prohibitions relating to the location of other structures, including swimming pools;
- c. it is the Purchaser's sole responsibility to confirm with the relevant Government Authority if a pool can be installed on the land, and the Vendor makes no representations in this regard;
- d. buildings and structures in the Subdivision, including the Dwelling, including projections therefrom, may encroach upon registered easements and the Purchaser shall accept any encroachments affecting the Dwelling provided that the Transferee of the easement confirms in writing that any such encroachments may continue, or the Vendor provides a certificate to such effect in lieu of such Transferee confirmation;
- e. no representations whatsoever have been made by the Vendor or any other person to the Purchaser as to the location, relocation, number or type of any model or show homes, sales centres, site offices, signage, storage of construction, materials or parking;
- f. certain tasks such as grading, paving, seeding/sodding, exterior painting and/or repair are weather dependent and cannot be undertaken or completed until weather conditions permit, so that at the time of Closing:
  - i. grading, paving, seeding/sodding, exterior painting and/or repair of the Property may be incomplete;
  - ii. roads in the Subdivision may not yet contain base course asphalt;

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- iii. driveways and or laneways in the Subdivision, including any on the Property, may not have yet been paved;
- iv. landscaping may not have been completed for the Property or elsewhere in the Subdivision,

and the Vendor will complete the same after the Closing Date in accordance with its schedule of work from time to time, weather and other conditions permitting, but for greater certainty failure to complete all exterior work or non-substantial interior work shall not be deemed to be a failure to complete the Dwelling and the Purchaser shall have no right to refuse to close or request any holdback or deduction on the Closing Date for Incomplete work;

- g. the Vendor may be required to undertake certain planting upon the Property for the benefit of the Subdivision, and in some cases this work will be done after Closing;
- h. the Vendor does not warrant the quality or health of existing trees on the Property and subject to any municipal requirement to do so in respect of the development of the Subdivision, will not remove, replace or treat any trees existing thereon;
- i. the Property or the area adjacent to or upon boulevards in the vicinity of the Property, may contain fire hydrants, mail boxes, gas lines, telephone / electrical / cablevision and/or other underground service equipment, or other municipal services or apparatus, including catch basins, transformers, pedestals, service boxes, poles, street lighting and appurtenances relating thereto, all at such locations as the applicable utility or Governmental Authority or the Vendor may require from time to time, and the Purchaser further acknowledges that the initial placement of the foregoing is not necessarily final, and may be relocated on or near the Property prior to Closing at the option of the Vendor;
- j. the Purchaser has reviewed the landscape plan as displayed in the Vendor's sales office which may illustrate street features including boulevard trees, streetlights, catch basins, fencing style and location, mailboxes, and transformer locations and utility locations, and acknowledges that the said landscape plan has been prepared and provided by the Vendor on behalf of the various utility companies and if such utility companies determine changes or alterations are required which result in such features being placed upon or adjacent to the Property, the Vendor shall notify the Purchasers as so effected and the Purchaser agrees that the Vendor shall not be held liable for such alterations nor shall the Purchaser be entitled to any form of compensation or abatement in respect thereof;
- k. the Subdivision may contain public open space zones abutting lots, which spaces are intended to remain as much as possible in their natural state, and neither the Vendor nor the relevant Governmental Authority shall be held responsible for any inconvenience or nuisance which may present itself as a result of any such natural preserve;
- l. natural settlement of the driveway on the Property is likely to occur, and settlement due to soil disturbances may occur around the Dwelling, the walkways, utility lines, and seeded/sodded areas, and the Purchaser shall be solely responsible therefore after Closing (or in the case of sod and driveway settlement, after the later of the Closing Date or the date the sod or driveway is completed), and the Vendor is not responsible for any damage to the Dwelling by reason of any such settlement;
- m. provided that lot grading has been completed in accordance with municipally approved grading control plan, the Purchaser is stopped both from objecting or requiring any amendments thereto and acceptance of construction, siting of dwelling, grading and amendments to the plans by the required municipal or authorized agencies shall constitute conclusive acceptance thereof by the Purchaser; and
- n. the Property is contained within an existing or proposed Registered Plan of Subdivision and/or Reference Plan, and the final size, configuration and slope of the Land, the location of the Dwelling, easements, landscaping features, street names, catch basins, transformers, pedestals, hydrants, street lights, and such equipment and facilities as the relevant Governmental Authority and utility companies may require from time to time, may not be finally determined until the date of Closing or, if applicable, subsequent thereto.

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## ARTICLE 5 - CLOSING MATTERS

### 5.1 Title to Property

- a. The Purchaser shall be entitled to a good and marketable title In fee simple to the Property free from all encumbrances except the Permitted Encumbrances.
- b. The following encumbrances shall be permitted against title lo the Property (the "Permitted Encumbrances") and the Purchaser shall accept and assume the same on Closing:
  - i. any municipal by-law;
  - ii. any subdivision, site plan, and/or development agreement or other agreement with any municipal, regional or other Governmental Authority and/or public and/or private utility, including any Record of Site Condition and/or Certificate of Property Use relating to the Property and/or Subdivision;
  - iii. any easement, license, reservation of rights, encroachment agreement or restriction, covenant or condition that runs with the land (including the restrictive covenants and community restrictions as may be contained in this Agreement) as may exist or be imposed on the Property by any municipal, regional and/or provincial authority, any utility, any neighboring owner, and/or the Vendor (or by the owner of the Property if not the Vendor), whether the same are registered on title prior to or after the Closing Date, contained in the transfer of Property to the Purchaser, and/or contained in any subdivision agreement, provided the same have been complied with;
  - iv. any and all temporary and permanent easements, rights-of-way and/or licenses which may be required by:
    1. the Vendor (or by the owner of the Property if not the Vendor);
    2. any municipal, regional, provincial, and/or federal authority; and/or
    3. any public and/or private utility, telephone company and/or cable company; including easements, rights-of-way, and/or licenses required, in order to:
    4. enable compliance to be made with the provisions of any subdivision and/or other agreements affecting the Property;
    5. enable the Vendor, its agents and/or representatives, the relevant Governmental Authority and/or any public or private utility to enter upon the Property for the purpose of re-grading and/or rectifying grading, repairing sanitary sewers and/or water mains, installing piping, catch basins, grates, electrical, cable, gas and/or other public and/or private utilities as may be necessary; and/or
    6. enable the Vendor, its agents and/or representatives to enter upon the Property to make inspections and/or to do any work or repairs to the Property which it or they may deem necessary;
  - v. any easements .or other rights or benefits, whether specific or blanket, in favour of any property or properties adjoining or adjacent to the Property (the "Neighboring Properties") for the purposes of maintenance, repair and/or replacement of any structure or component of the Neighboring Properties, which rights may include a restriction in favour of any Neighboring Properties having a common wall with the Dwelling, prohibiting painting of the exterior of the Dwelling any colour other than its present colour or otherwise changing the appearance thereof without the prior consent in writing of such adjoining owner, all of which rights may or may not be reciprocally registered in favour of the Property;
  - vi. the reservations, limitations, provisions and conditions of any expressed in any original grant from the Crown; and

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- vii. any defects or irregularities of title which are of a minor nature and will not in the aggregate materially affect the validity of title to overvalue of the Property.
- c. The Purchaser acknowledges that the Vendor may not be the registered owner of the Lands the Property on the Closing Date and that title to the Property may be conveyed by someone other than the Vendor. The Purchaser agrees that any representations, warranties, agreements, covenants and obligations contained in this Agreement or flowing from any document delivered pursuant to this Agreement are those of the Vendor and not those of the registered owner of the Property/if different from the Vendor. The Vendor covenants to and with the Purchaser to cause the registered owner of the Property to convey on the Closing Date.
- d. The Purchaser shall not be entitled to call for the production of any title deed, abstract or other evidence of title, or any evidence of compliance by statutory declaration or otherwise and shall not be obliged at Closing or thereafter to obtain a release of any such documents or matters from the Vendor. The Purchaser shall be allowed until the date which is twenty-one (21) days prior to the Closing Date to examine the title and off-title matters in respect of the Property at the Purchaser's own expense and to satisfy itself as to the permitted Encumbrances, all title matters, work orders, deficiency notices and to submit any valid objections to title. If a discharge and/or release of any mortgage, charge and/or other encumbrance in favor of a financial institution which is not to be assumed by the Purchaser on Closing is not available on the Closing Date, the Purchaser agrees to accept as a full and complete answer to any requisition with respect thereto, the Vendor's solicitor's undertaking to obtain a discharge and/or release of such mortgage, charge and/or other encumbrance as against the Property, in registerable form and to register the same on title, within a reasonable time following the Closing Date. A discharge and/or release of any mortgage or charge in favor of a third party other than a Financial institution which is not to be assumed by the Purchaser on Closing shall be made available by the Vendor on the Closing Date. Should the Purchaser submit an objection which the Vendor is unwilling or unable to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate negotiations in respect of such objection be null and void; and subject to Paragraph 4.2(e) that portion of the Deposits which has to that point been paid shall be returned to the Purchaser, without interest and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any loss costs and/or damages save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.
- e. The Purchaser acknowledges and agrees that this Agreement and the Permitted Encumbrances may contain numerous Covenants intended to run with the lands and bind future owners of the property. To that end the Purchaser agrees to execute an undertaking on Closing to comply with all such covenants affecting the Property and to obtain a similar covenant in any purchase agreement entered into between the Purchaser and any subsequent purchaser, whether or not the relevant covenant to be performed is in the Transfer given to the Purchaser on the Closing Date.

## 5.2 Transfer of Property

- a. The Purchaser shall notify the Vendor's solicitors within 30 days after the Acceptance Date or 30 days prior to the Closing Date whichever is earlier as to the manner in which the Purchaser will be taking title to the Property as well as the name and address of the solicitor acting on behalf of the Purchaser. If the Purchaser fails to give such notification the Vendor's solicitors shall be entitled to draw the Transfer to the Purchaser as described herein, and if there are multiple parties comprising the Purchaser, the Transfer will show them as joint tenants. Any requested changes by the Purchaser as to the title on the Transfer after the said timeframe shall be subject to an administration fee as set out in Schedule I attached hereto.
- b. The Transfer and all other registerable documents in respect of the Property, save for any documents relating to the Purchaser's financing will be prepared in the TERsystem by the Vendor's solicitor at the purchaser's expense at the rate set out in Schedule I attached hereto and shall be registered on the Closing Date by the Purchaser's solicitor at the Purchaser's expense.

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- c. The Transfer shall contain, or shall be subject to such reservations, covenants and restrictions as the Vendor shall require in order to comply with the provisions of this Agreement or any Permitted Encumbrance.
- d. Prior to Closing the Purchaser shall retain a lawyer who is both an authorized user of the TER system and in good standing with the Law Society of Upper Canada to represent the Purchaser on the completion of this transaction. The Purchaser shall authorize such-lawyer to enter into an escrow closing agreement with the Vendor's solicitors in the form recommended from time to time by the Law Society of Upper Canada (the "DRA") with a Release Deadline (as defined therein) of 4:00 p.m. (EST or EDT as applicable) ,and .,establishing the procedures end timing for completing this transaction, to be executed or otherwise acknowledged by the Purchaser's solicitor and returned to the Vendor's solicitors before the Closing Date. Failure by the Purchaser's lawyer to provide the required deliverables on or before 4:00 p.m. on the Closing Date shall be subject to the Administration Fee set forth in Schedule I with respect to a request by the Purchaser to delay in Closing Date.
- e. The Purchaser and Vendor agree that the delivery and exchange of documents and/or money and the release thereof to the Vendor and the Purchaser, as the case may be:
  - i. shall not occur contemporaneously with the registration of the Transfer (and any other registerable documents); and
  - ii. shall be governed and held in strict accordance with the DRA.

### 5.3 Occupancy

- a. Subject to and in accordance with the occupancy provisions of the Tarion Addendum, the Purchaser shall be responsible for obtaining from the relevant Governmental Authority such confirmation as the Purchaser may require to confirm that any necessary inspections have been completed and passed in respect of the Purchaser's occupation of the Dwelling. At the option of the Vendor, the Purchaser will not be permitted to enter, occupy, or take possession of the Property until the applicable Governmental Authority consents. The Vendor shall have the right, but not the obligation, to defer the Closing Date until said consent to occupancy is obtained. In this regard, the Purchaser is advised that It would be prudent to make flexible moving arrangements in the event that the applicable Governmental Authority does not grant such consent thereby necessitating a deferral of the Closing Date. There shall be no holdback or deduction on Closing for any uncompleted work, and no separate undertaking to complete work or to obtain an occupancy permit or certificate of completion shall be required on Closing, the Vendor's obligations in this respect being otherwise contained within this Agreement.
- b. The Vendor will deliver the keys for the Dwelling to the Purchaser's solicitor prior to the Closing and to be held by the said solicitor on the terms hereinafter set forth. Depending on the arrangements in effect in the Vendor's offices closest to the Property, a second set of keys may also be delivered to the Vendor's customer care team to allow a Vendor representative to deliver the keys to the Purchaser at the Dwelling and introduce the Purchaser to his/her new home. The Purchaser agrees that his/her solicitor will hold the keys for the Dwelling until the Closing of the transaction and the transfer of title registered in accordance with the DRA, after which the Purchaser is authorized to obtain the key from the Purchaser's solicitor. Provided however if the Purchaser's solicitor has previously released keys in connection with another buyer's transaction with the Vendor or any affiliate or related entity contrary to the foregoing provisions, the keys will not be delivered to such solicitor but to the Vendor's solicitor and it will then be the Purchaser's responsibility to obtain such keys after Closing from the Vendor's solicitor.
- c. The Purchaser shall contact all appropriate utilities in writing no less than 21 days prior to the Closing Date to advise of their billing information, and shall arrange fire insurance in respect of the Property at the Purchaser's own expense, effective from the Closing Date and shall provide evidence of satisfactory coverage to the Purchaser's mortgage lender in accordance with the requirements of such lender or its solicitors.

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## ARTICLE 6 • GENERAL

### 6.1 Tender

To the extent permitted by law, the Purchaser hereby waives any requirement for personal tender on Closing. The parties agree that an effective and legally valid tender shall be deemed to have been made by the Vendor upon the Purchaser either:

- a. when the Vendor's solicitor has:
  - i. caused all closing documents to be delivered to the Purchaser's solicitor or to the solicitor's office in accordance with the provisions of the DRA, by hand delivery or by fax or email transmission;
  - ii. advised the Purchaser's solicitor or the solicitor's office, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of the Agreement;
  - iii. delivered keys in accordance with Paragraph 5.3(b) above; and
  - iv. has completed all steps required by the TER system in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor and, if the Transfer has been sufficiently completed by the Purchaser's solicitor, has electronically "signed" the "completeness signatory" for the Transfer,

all without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the said documents or keys, and without any requirement to have an independent witness evidencing the foregoing; OR

- b. when the Vendor or its solicitor, or a representative of either of them, attends at the applicable Land Registry Office for the Property at 3:30 p.m. (EST or EDT as applicable) on the Closing Date and for a period of one half hour is ready, willing and able to close.

### 6.2 Purchaser Default and Vendor Remedies

- a. The Purchaser shall be deemed to be in default (a "Purchaser Default") under this Agreement if:
  - i. the Purchaser fails to make any payment of any amount as and when due under this Agreement, including where any cheque provided by the Purchaser to the Vendor (post-dated or otherwise) is returned uncashed for any reason by the Purchaser's bank, trust company, credit union, or other financial institution;
  - ii. the Purchaser fails to perform any obligation or breaches any condition set out in this Agreement (including the schedules hereto) as the responsibility of the Purchaser to perform or observe, and the said failure or breach is not cured or rectified within 5 days of receipt or deemed receipt of notice thereof provided by the Vendor to the Purchaser at the address for service set out on Page 2 of this Agreement (which notice is deemed to be received on the date described under the Taron Addendum for delivery and receipt of notices); or
  - iii. the Purchaser files any petition seeking any relief against creditors, is adjudged bankrupt or insolvent, or if the ability of the Purchaser to perform its obligations hereunder has been materially adversely affected by an encumbrance taking possession of all or any part of his/her property or assets.
- b. Where the Purchaser has committed a Purchaser Default the Vendor shall be entitled, in addition to any other right, cause of action or remedy which the Vendor may have under this Agreement, at law or in equity;

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- i. to terminate this Agreement, resulting in the forfeiture and release to the Vendor of:
    - 1. any right, title and interest of the Purchaser in the Property, if any;
    - 2. that portion of the Deposits which to that point had been paid, together with all monies paid to the Vendor with respect to options and upgrades ordered by the Purchaser and with respect to customization of the Dwelling; and/or
  - ii. to recover from the Purchaser all outstanding amounts herein, and all fees, charges, costs, losses and damages arising out of the Purchaser Default; and/or
  - iii. to choose to treat this Agreement as subsisting in full force and effect and to charge the Purchaser all costs, losses and damages arising out of the Purchaser Default and such other fees or charges as are applicable and provided for in any provision of this Agreement and/or Schedule I attached hereto.
- c. No failure by the Vendor hereto to insist upon the strict observance or performance of any provision in this Agreement or to exercise any right or remedy arising as a result of the breach thereof, and no acceptance of any amount while such breach is continuing, shall constitute a waiver of such provision or breach. No conduct by the Vendor or its agents or employees, or any consent or waiver, express or implied, by the Vendor to or of any default by, the Purchaser in the performance by the Purchaser of its obligations hereunder shall be effective unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other default.

### 6.3 Disputes

- a. Any dispute arising out of this transaction prior to Closing, or any dispute arising out of this transaction after Closing in circumstances expressly set out under ONHWPA as provided by Tarion, shall be governed by the applicable dispute resolution provisions under ONHWPA.
- b. Where any dispute arises out of this transaction after Closing in circumstances which are not subject to the dispute resolution provisions of ONHWPA or in respect of which Tarion declines to be involved the Vendor shall have the option in its sole discretion to terminate this Agreement and to require a re-conveyance of the Property upon paying to the Purchaser by certified cheque the total of all sums, paid by the Purchaser pursuant to this Agreement, except for HST, and all sums paid by the Purchaser, on account of Municipal realty taxes on the Property. The said option may be exercised by the Vendor by giving notice to the Purchaser by prepaid registered mail at any time within 365 days after the date the Vendor determines that the dispute arose, or within 365 days after the date the Vendor determines that ONHWPA is either inapplicable or that Tarion is not involved in the issues under dispute, whichever period is later. The Purchaser, if in possession, will vacate and re-convey the Property to the Vendor or as the Vendor shall direct within 20 Business Days of notice to re-convey being given to the Purchaser and will pay to the Vendor on account of the Purchaser's period of possession a sum calculated at a yearly rate of 10% of the Purchase Price. The Purchaser will be responsible for any damage caused to the Property, during the Purchaser's period of possession, reasonable wear and tear excluded, and agrees that no claim for damages/compensation of other relief will accrue to or be pursued by the Purchaser, and hereby constitutes this provision as a full release, waiver and estoppels of any such claim. For greater certainty, the parties acknowledge that these provisions shall not apply to any matter governed by ONHWPA during the period of time that any such matter may be subject to the dispute resolution mechanisms established thereunder.

### 6.4 No Registration of Agreement

The Purchaser covenants and agrees not to give, register or permit to be registered, any encumbrance or lien against the Property prior to Closing; nor to register notice of this Agreement, or any caution in respect thereof, or any other document, on title to any portion of the Vendor's property including the Property; The Purchaser hereby irrevocably appoints the Vendor, notwithstanding any termination of this Agreement, as the Purchaser's agent and attorney in fact and in law to cause the removal of any registration made contrary to this Paragraph and all expenses in connection

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therewith shall be immediately payable by the Purchaser. The Purchaser thereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or Instrument whatsoever from title to the Property and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's solicitor's fees on a full indemnity basis). The Purchaser acknowledges and agrees that any and all mortgages, charges and other financial encumbrances which affect the Property shall have full priority over the Purchaser's right to and interest in the Property the full amount of the said mortgage, charge and other financial encumbrance notwithstanding any law or statute to the contrary and the Purchaser shall execute all acknowledgments and postponements which the Vendor may require to give effect to the same.

## 6.5 Assignment

- a. The Purchaser covenants not to sell, list for sale, advertise for sale, entertain any offers to sell, nor assign the Purchaser's interest under this Agreement or in the Property, nor directly or indirectly permit any third party to list or advertise for sale the Property, at any time on or before Closing.
- b. The Purchaser shall not be entitled to assign this Agreement or any portion thereof without the prior written consent of the Vendor, which consent may be arbitrarily withheld. Unless the Vendor has previously consented to any assignment by the Purchaser in accordance with this Paragraph, the Vendor will not be required to comply with any direction delivered to it on or before Closing purporting to direct the Vendor to convey the Property to any person, corporation or other entity other than the Purchaser as described in this Agreement. Any offering for sale, assignment or attempted assignment including listing or advertising for sale, of this Agreement or the Property shall constitute a breach of this covenant.
- c. The Purchaser acknowledges and agrees that the Vendor and each of its successors and assigns shall be entitled to assign this Agreement at any time, and from time to time, without the consent of or notice to the Purchaser, and in the event of any such assignment the Vendor and/or its successors and assigns executing such assignment shall be released from all obligations under this Agreement.

## 6.6 Amendment

This Purchase Agreement cannot be terminated or modified or amended except by a written document executed in writing by the parties, or by a written letter or feters by the parties' solicitors, or as set out in the Tarion Addendum.

## 6.7 Insurance

All buildings and equipment on the Property shall be and remain at the risk of the Vendor until Closing. If there should occur an event which causes on Unavoidable Delay, the rights & obligations of the parties to this Agreement shall be governed by the Tarion Addendum.

## 6.8 Non-Merger

All of the covenants, warranties, terms and conditions contained in this Agreement on the part of or to be performed by the Purchaser, and the rights conferred upon the Vendor hereunder, shall survive Closing and shall remain in full force and effect notwithstanding the transfer of title to the Property to the Purchaser.

## 6.9 Residency

The Vendor represents that it is not a non-resident of Canada for the purposes of Section 116 of the Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.), and that spousal consent is not necessary to complete this transaction under the provisions of the Family Law Act, R.S.O.1990 c. F-3.

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#### 6.10 Notice

- a. Any notice required to be given under this Agreement shall be delivered in accordance with the provisions of the Taron Addendum.
- b. The Purchaser acknowledges and agrees that the Vendor shall be entitled to use as the address for delivery of any notices hereunder the address for the Purchaser set out on Page 2 of this Agreement, and that address shall constitute the only address for notice to the Purchaser until the Purchaser duly notifies the Vendor of any change thereto.
- c. The Purchaser acknowledges that the subdivision agreement entered into between the Vendor and the relevant Governmental Authority or other agreements affecting the title to the Property may require the Vendor to register covenants against the title to the Lands and/or to provide the Purchaser with certain notices, including land use, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the relevant Governmental Authority as requiring notification to the Purchaser in respect of the use and enjoyment of the Property. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgment containing such notice if and when requested to do so by the Vendor.

#### 6.11 Electronic Transmission

The Vendor and Purchaser agree that all offers, counter-offers, notices, releases, waivers and other documents with respect to this Agreement may be sent and received by facsimile or similar electronic transmissions and communication by such means shall be legal and binding. Each of the parties will provide executed original counterparts to the other party within a reasonable time afterwards.

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AGREEMENT OF PURCHASE AND SALE  
SCHEDULE "B"  
ADDITIONAL TERMS AND CONDITIONS

1. The Purchaser is to be allowed 30 days from the date on which this Agreement becomes unconditional or until the day prior to the date of closing, whichever date shall first occur to examine the title at his expense. If, within that time, any valid objection to the title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void, and the deposit shall be returned by the Vendor without interest and he and his Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property.
2. The Purchaser shall within the time limited for requisitions on title notify the Vendor of any objections which the Purchaser may have as to the description of the property, or if the description previously used is not in a form acceptable by the Land Registrar for registration of the documents in this transaction. In the event of any such valid objection, the Vendor shall provide at his expense a description of the real property in a form that complies with the requirements of the appropriate statute and regulations.
3. Mortgage Interest, Taxes, Local Improvement Rates, to be apportioned and allowed to date above fixed for completion of the sale.
4. This offer, when accepted, shall constitute a binding contract of purchase and sale and time shall in all respects be of the essence.
5. In the event that a discharge of mortgage or charge, which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser for himself, his heirs, executors, administrators, successors and assigns agrees that he will close the transaction upon production to him of a personal undertaking from the Vendor's solicitor to obtain and register a discharge or cessation of the charge within a reasonable time after closing.
6. THE VENDOR WARRANTS that the Vendor and all Grantors who will make conveyance herein are and will be on the day of closing residents of Canada and the Vendor shall supply adequate evidence thereof at or before closing or, in the alternative, evidence that the provisions of the Canadian Income Tax Act regarding payment to non-residents shall be complied with at or before closing and the Purchaser agrees that if he is a non-resident of Canada at the time of the completion of the within Agreement of Purchase and Sale that he will pay such tax as may be levied and imposed from time to time under *The Land Transfer Tax Act (Ontario)* applicable to non-resident purchasers.
7. Deed or transfer to be prepared by the Vendor's solicitor at a cost of Two Hundred and Twenty-Five Dollars (\$225.00) plus H.S.T. payable by the Purchaser on closing, and the registration thereof shall be at the cost of the

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Purchaser and any mortgage or charge to be given back by the Purchaser to the Vendor shall be prepared at the cost of the Purchaser by the Vendor's solicitor and the Purchaser shall pay for the registration thereof and for any Execution certificate. The deed or transfer and mortgage or charge are to be on the usual forms.

8. The Purchaser shall provide to the Vendor satisfactory evidence of his or her date of birth, or in the case of a Corporation, a certificate signed by an Officer over the Corporate Seal authorizing on its behalf the document signatures.
9. The Deed or Transfer shall contain, or shall be subject to, such covenants and restrictions as the Vendor shall require in order to comply with the provisions of any Subdivision or other Agreement entered into by the Vendor, or any predecessor, with the relevant municipality or municipalities. Without limiting the foregoing, the Purchaser agrees that the Deed or Transfer may contain the covenants and restrictions similar to those set forth in Schedule "C" hereto. The Purchaser agrees to notify the Vendor's Solicitor as to the manner in which the Purchaser will be taking title. If the Purchaser fails to give such notification, the Vendor's solicitor shall be entitled to draw the Transfer to the Purchaser as described in Schedule A hereof and if there be more than one Purchaser, the Transfer will show them as Joint Tenants.
10. Notices and Communications. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, or at a later date, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original. Any notice or communication under this agreement, including acceptance may be transmitted to the parties solicitors through post, hand delivery, courier, email (only deemed to be have been delivered if receipt of the email has been acknowledged) or facsimile.

Email: [sundevhomes@outlook.com](mailto:sundevhomes@outlook.com)  
(for delivery of documents to Vendor)

Email:  
(for delivery of documents to Purchaser)

11. Notwithstanding any terms or conditions outlined in the printed portion herein, any provisions written or typed into this Offer shall be the true terms and shall supersede the printed portion in respect to the parts affected thereby. This Agreement shall constitute the entire Agreement between Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.
12. The heirs, executors, administrators, successors, assigns and guarantors of the undersigned are bound by the terms hereof.
13. Notwithstanding anything contained in this Agreement, including any Addendum hereto, as to payment of property taxes, the Purchaser acknowledges that he is responsible for ensuring that the real property is properly assessed for

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property tax purposes and for taking such steps as may be necessary by way of appeal or otherwise in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the real property.

14. The Purchaser for himself, his heirs, executors, administrators, successors and assigns covenants and agrees with the Vendor to execute any reasonable grant or grants of easement over or under the lands herein required by any local municipal authority or public utility or 9013466 Canada Corporation during a period of five years from the date of closing. This covenant shall not merge with the closing of this transaction.
15. In the event that the closing should be delayed by reason of strikes, lockouts, fire, the elements, riot, war, unusual delay by common carriers, or unavoidable casualties, or by any other cause of any kind whatsoever, the Vendor shall be permitted a postponement or postponements of the date of closing not exceeding a total of eight months. If the Vendor is unable to close within the extended time and the parties do not agree to a further extension, the deposit shall be returned to the Purchaser without interest and the contract shall be at an end, and the Vendor shall not be liable to the Purchaser for any damages.
16. It is hereby understood and agreed between the Vendor and the Purchaser that the Purchaser cannot assign this Agreement or any part or parts thereof without the prior written consent of the Vendor to such assignment, which consent can be arbitrarily withheld. It is further understood and agreed that unless the Vendor has previously consented to an Assignment by the Purchaser of the within Agreement, or any part or parts thereof, the Vendor will not be required to comply with a Direction delivered to it on the completion of the transaction directing it to convey the land to a person, persons or corporation other than the Purchaser.
17. Time is in all respects the essence of this Agreement provided that if the date of closing falls on a Saturday, Sunday or holiday the closing will take place on the first day thereafter that is not a Saturday, Sunday or holiday.
18. This Agreement when executed by the Purchaser constitutes an offer to purchase irrevocable for a period of ten days from the date of execution and upon acceptance by the Vendor shall constitute a binding Agreement of Purchase and Sale.
19. The parties hereby waive personal tender and agree that tender shall be validly and effectively made if the tendering party shall attend at the Registry Office in which title to the real property is recorded at 3:00 p.m. on the date of final closing and for a period of one half hour is ready, willing and able to close. Alternatively, tender may be validly and effectively made upon the designated Solicitors for the party being tendered. Payment may be made or tendered by certified cheque drawn on any Canadian chartered bank, Caisse Populaire, Credit Union or Trust Company.
20. This Agreement is subject to compliance by the Vendor with the provisions of the Planning Act of Ontario as amended from time to time, and in particular, Section 50 thereof. If the Vendor is unable or unwilling to comply with the said Act, this Agreement shall be null and void and the deposit shall be returned to the Purchaser without interest or penalty and the vendor shall not be liable to the purchaser for any damages for failure to complete the transaction.

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21. Provided title is good and free from all encumbrances except as aforesaid and except as to any registered rights of way or other registered easements, registered restrictions or covenants that run with the land, provided that such are complied with, the Purchaser is not to call for production of any title Deed, abstract or other evidence of title except as are in the possession of the Vendor.
22. Provided also that the transfer of the Real Property and/or the register of the parcel shall contain such easements and agreements as may be required for utility purposes, including but not limited to easement and/or maintenance agreements with Bell Canada, Ontario Hydro, Roger's Cablevision and Enbridge Consumer's Gas or like utilities. The Purchaser agrees that such easements or agreement shall not constitute a valid objection to title to the Real Property.
23. The Purchaser for himself, his heirs, executors, administrators, successors and assigns is aware and agrees to accept title to the property subject to subdivision agreements or other development agreements with City of Ottawa or other such authority and such agreements will remain on registered title to the property and that the Vendor shall not be required to answer requisitions made in this regard.
24. The Purchaser for himself, his heirs, executors, administrators, successors and assigns agrees that the Vendor shall not be obligated on closing or thereafter to obtain releases of such subdivision or other development agreements provided that same have been complied with. The purchaser shall satisfy himself that the said subdivision or other development agreements have been complied with as of the closing date.
25. The Purchaser for himself, his heirs, executors, administrators, successors and assigns shall be responsible for payments of any Goods and Services Tax and Harmonized Sales Tax collected by the Vendor on closing or provide a G.S.T./H.S.T. registration number and indemnity to the Vendor for any G.S.T./H.S.T. assessed. The Purchaser shall be responsible for obtaining any applicable rebate of such taxes. The Purchaser will also accept title subject to any registered agreement, notice or charge, which may require the owner, at the time of application for a building permit to pay, then applicable, Regional Development charges, municipal development charges, charges or lot levies for any school board and the Purchaser will assume full responsibility for payment of these obligations.
26. The Purchaser for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that there are now or will be covenants and restrictions (which covenants and restrictions may include the power to waive or vary) on residential lands which will run with the lands and may be included as covenants and restrictions and, without limiting the generality of the foregoing, including those substantially in the same form as set out in Schedule "C" attached hereto. The Purchaser for himself, his heirs, executors, administrators, successors and assigns further acknowledges and agrees that the Purchaser will become a member of the Lakewood Trails Owners Association Inc. (as defined herein) in accordance with the terms of the covenants and restrictions and will execute the Transfer, if requested by the Vendor, and that the covenants and restrictions attached as Schedule "C" may be amended by the Vendor, or additional covenants or acknowledgements may be added as a result of the subdivision approval process provided same do not materially and adversely affect the land value, prior to closing. The Purchaser shall satisfy himself as to the due compliance with any such covenants and restrictions. The

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Purchasers shall pay for the registration fee applicable to the registration of covenants and restrictions contained in the deed to the Purchaser.

27. The Purchaser acknowledges that a Hydro One connection deposit is required by the Vendor at the time of closing in the amount of approximately \$5,630.64. This deposit will be refunded in full once the Purchaser provides confirmation that the lot has been serviced with hydro electric power and meter to the satisfaction of the Vendor within five years from the date of servicing by Hydro One Networks Inc.
28. Each person who signs the agreement as Guarantor agrees with the Vendor, as principal debtor and not as surety, to pay the sums required under the agreement and to observe and perform all other obligations of the purchaser under the agreement. Each Guarantor, if there is more than one, will be jointly and individually liable with the Purchaser and with each other for complying with all obligations under the agreement. The Vendor may at any time and from time to time without the consent of or notice to any Guarantor give any extension of time for payment, deal with any additional security, give releases or discharges, vary, increase or decrease the interest rate, amend the terms of the agreement and generally deal with all matters affecting the agreement and the obligations of the Purchaser and any of the Guarantors without in any way affecting the guarantee or the obligations of any other Guarantor. We may require payment from any Guarantor before we attempt to obtain a payment from the Purchaser, and all obligations of any Guarantor shall also be those of the Guarantor's successors or personal representatives, and will not be altered by the bankruptcy of the Purchaser or any Guarantor.
29. The Purchaser for himself, his heirs, executors, administrators, successors and assigns acknowledges the following:
- (a) Lot \_\_\_\_ may be subject to a \_\_\_\_ metre easement at the rear/side of the lot for the purpose of drainage. The purchaser acknowledges that within the easement the following shall be restricted; changing of the grade, dumping of waste materials including yard waste, building of structures and pools, without the written approval from the City of Ottawa and South Nation Conservation Authority.
  - (b) Canada Post does not intend door to door mail delivery within the subdivision. It is anticipated that the mail delivery will be provided through a system of permanent community mail boxes.
  - (c) That at the time of closing, roads may not have base course asphalt and landscaping may not have been completed. The Vendor shall complete any such paving and landscaping after closing in accordance with its schedule of work from time to time, weather and any other conditions permitting.
  - (d) That all promotional and other material including sketches, plans and drawings relating to the subdivision areas in the vicinity of the lands is of a conceptual nature only and that the Vendor may in future amend its plans from time to time in any manner whatsoever and may apply to re-zone land in the vicinity for any use including multiple housing, commercial, industrial or other land use. The Purchaser, as part of the consideration in this transaction, does hereby specifically acknowledge and agree to waive all rights under the Planning Act of Ontario, as

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amended, to object to subsequent development by 9013466 Canada Corporation, its successor or assigns, to any application for minor variance or for amendment to the Official Plan or Zoning By-Law or By-Laws of the local municipality and will not appeal any such amendment if passed.

- (e) In the event that the M plan has not been registered within 18 months of the date of acceptance of this agreement or such extended period as agreed to by the parties, either the Purchaser or the Vendor may terminate this agreement upon delivery of notice in writing to the other, upon receipt of which this agreement will become null and void and all deposit monies returned without interest.
  - (f) That landscaping, grading, slope and drainage plans may be altered by the Vendor at its discretion at any time.
  - (g) That no motorized watercraft of any kind, remote control or otherwise is permitted in the lake(s) identified as Block(s) on the draft plan attached hereto, except by the Owner's Association or their appointees for maintenance, weed removal or other activities as determined by the Board of Directors in its sole discretion.
30. The parties acknowledge that the trees, topsoil and earth on the subject lands remain the property of the vendor and may be reasonably distributed to other lands in the subdivision in a reasonable manner and provided a reasonable number of such trees remain on the subject lot. Unless otherwise agreed, no trees, earth or topsoil will be removed after closing.
31. I/We the purchasers authorize 9013466 Canada Corporation or its appointee to obtain such factual and investigative information regarding me/us from others as permitted by law; to furnish other consumer credit bureau particulars of the credit application and subsequent credit experience, if applicable; and to retain this application for its records.
32. The Parties acknowledge that the Purchaser is acquiring a lot in an ungraded condition. It is the responsibility of the Purchaser to ensure that the final lot grading meets the approved grading and drainage design.
33. In the event that the electronic registration system (hereinafter referred to as the **"Teraview Electronic Registration System"** or **"TERS"** is operative in the applicable Land Titles Office in which the title to the Real Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail, namely:
- (a) The Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the **"Escrow Document Registration Agreement"**, establishing the procedures and timing for completing this transaction.
  - (b) The delivery and exchange of documents and monies for the Real Property and the release thereof to the Vendor and the Purchaser, as the case may be:
    - (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registrable documentation);

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- (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
- (c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled closing date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, upon payment of a fee as determined by the Vendor's solicitor, acting reasonably.
- (d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Real Property for registration until the balance of funds due on closing, in accordance with the Statement of Adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
- (e) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Real Property may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original including electronic transmission through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be electronic signature. The party transmitting any such documents shall also deliver the original of same to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
- (f) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by all parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
  - (i) delivered all closing documents to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement; and
  - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
  - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, and specifically when the "completeness signatory" for the Transfer/Deed has been electronically "signed" by the Vendor's solicitor without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned

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documents and keys, and without any requirement to have an independent witness evidencing the foregoing.

(g) **NOTICE RE: DEVELOPMENT CHARGES**

The Purchaser shall be required to pay applicable development charges at the time of obtaining a building permit.

Applicable development charges as at the date of signing this Agreement are available on the City of Ottawa website under Building Code in the Residents Section.

The development charges are subject to changes in accordance with the *Development Charges Act, 1997*, and *Education Development Charges Act*.

The Owner acknowledges that for building permits issued after January 15, 2012, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:

- (a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
- (b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
- (c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.

The owner further acknowledges that Council may terminate the eligibility for this two stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.

For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from-non development charge revenue sources.

“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

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**Schedule C**  
**DEED RESTRICTIONS FOR LAKEWOOD TRAILS**  
COVENANTS AND RESTRICTIONS

**1. Covenants**

The following covenants shall be covenants running with the lands in Plan 4M-1636, namely the whole of Lots 1 – 40 and Blocks 58 to 73 inclusive as shown on Plan 4M-1636 attached hereto, for the benefit of the said lands within the plan of subdivision as shown on the plan attached hereto and it is hereby declared agreed that any person so holding or claiming shall have the right to enforce observance of the said stipulations, restrictions and provisions by any other person so holding or claiming, so that the said stipulations, restrictions and provisions shall endure to and be for the mutual benefit of all persons so holding or claiming. These covenants are not to be held binding upon any person except in respect of breaches committed or continued during their, his, her or its joint or sole seisin of title to the lands upon or in respect of which such breaches shall have been committed.

**2. Building Restrictions**

Notwithstanding anything herein contained, no building, fence (including hedges), erection, or landscaping of any kind shall be erected on the said lands unless the plans, specifications and elevations including all exterior colours and materials shall first be submitted and approved in writing by 9013466 Canada Corporation or its assignee and no building, improvement, or structure shall be constructed on the lands otherwise than in conformity with such approved plans, specifications and elevations. Once the applicant has submitted the required materials to 9013466 Canada Corporation, or its appointee, shall use its best efforts to provide a response within thirty (30) days after receipt by 9013466 Canada Corporation of the required material.

The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that no dwelling unit shall be erected on the said parcel of land or any part thereof which shall have an area of less than 1,500 square feet for a bungalow, 1,500 square feet on the ground floor for a split level, or a minimum of 2,000 square feet for a two storey (with a minimum of 1,200 square feet on the ground floor) of liveable space excluding attic and basement and garage areas and other areas which are not normally heated and in addition not less than a two car garage and paved or other driveway surface approved by 9013466 Canada Corporation or its appointee.

**3. Access**

The Developer reserves an easement in favour of itself, its servants, agents, successors and assigns to permit such persons, until such time as the Developer has been released from all of its obligations of the subdivision agreement, to enter upon the real property for the purpose of performing any work that the Developer is required to perform pursuant to the subdivision, or other agreement.

**4. Transfer Covenants**

Terms of the Subdivision Agreement with the City of Ottawa the covenants shall be incorporated in all Transfers with the express intent that they shall be covenants running with the lands for the benefit of the lands in the subdivision as a building scheme as well as the following covenants:

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- (a) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not fill in any ditches or swales on the lands described herein or in any road ditch adjacent to the said lands nor install any storm sewer in any such ditches or swales including road ditches adjacent to the said lands without the prior written consent of the City of Ottawa Engineer and 9013466 Canada Corporation or its appointee.
- (b) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that any well drilled and any sanitary system installed on the lands herein described shall be located and constructed in accordance with the most stringent requirements of the City of Ottawa and the Ministry of the Environment (MOE) and in particular with any requirements in any Subdivision Agreement affecting these lands.
- (c) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that all sump lines must discharge to the roadside ditch and agrees that any sump lines located in the right of way, between the property line and the ditch are the sole responsibility of the property owner. In order to avoid damage to sump discharge lines the line shall either end immediately adjacent to the culvert or at the property line.
- (d) The Transferee, his heirs, executors, administrators, successors and assigns, are advised that the drainage system on lots is part of the storm water management system and in order to function properly the homeowner shall maintain grass within the swales keeping it cut to an optimum height of 10 centimetres and shall ensure the swales are not obstructed by physical structures, disposition of materials or alterations to the grade. Failure to comply will result in the City of Ottawa taking corrective action and charging costs back to the property.
- (e) The Transferee, for himself, his heirs, his successors and assigns covenants and agrees that because the storm water management system for this subdivision will ultimately require repair or replacement in the future, the City of Ottawa may seek to recover from the then Owner a proportionate share of the cost pursuant to applicable legislation.
- (f) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to protect and repair any damage caused to subdrain pipes abutting the subject lands which are located under roadside ditches.
- (g) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the construction of wells shall be supervised by a qualified engineer, as approved by the City of Ottawa, who shall certify by signing the "Well compliance" form set out in the subdivision agreement with the City of Ottawa that wells are constructed in accordance with the specifications in the Hydrogeological Report including all addendums and the MOE Guideline "Water Wells and Groundwater Supplies in Ontario".
- (h) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that he is aware of the provisions of the City's standard form of sewer and drainage easement which reads in part as follows:

The Transferor for himself/herself/itself and for his/her/its heirs, executors, administrators, successors and assigns, covenants with the Transferee that the Transferor shall not construct any fences on the lands described in the drainage easement area and that the Transferor shall not plant or maintain any trees or shrubs of any nature which when mature reach a height greater than two metres.

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and the Transferee covenants and agrees to comply with such requirements.

(i) **Grading and Drainage**

The design, location and elevation of any structure or landscaping shall not be such as to interfere with the drainage of surface water on the lands nor of surface water originating from adjacent lands and lands subject to drainage easements shall be free of buildings or other structures or any part of septic system or well or trees, shrubs or other vegetation other than maintained grass. For the benefit of all the lands dedicated to and owned by the City for municipal streets within this plan of subdivision the grantee or mortgagee, as the case may be, for himself, itself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grade control plan, without the prior written consent of the City of Ottawa Engineer. The express intent of this covenant is that the same shall run with the lands and will benefit all lands within the subdivision by providing proper and adequate drainage.

(j) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that if any damage is caused to any of the works located within the plan of subdivision as the result of any act or omission on the part of the purchaser, the purchaser shall repair such damage or be proceeding diligently to repair such damage within a period of seven days after notice from the City of Ottawa, or 9013466 Canada Corporation, or Lakewood Trails Owners Association Inc., and the Purchaser agrees that in default thereof the City of Ottawa may enter upon the land for the purpose of so doing and may recover the cost thereof together with an amount equal to 30% of that cost as a fee for supervision and an amount equal to 30% of that cost as a fee for administration, all as municipal taxes under Section 325 of the Municipal Act of Ontario. The works referred to above shall include any or all of the following within the draft plan attached hereto:

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

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

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

**6. Lawn Lamps**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he, or the person obtaining the building permit for the residential unit, shall supply and install two automatic photo-cell operated lawn lamps to be located at the edge of laneway within 1.5 metres of

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the street allowance limit; power supply to be provided from the dwelling unit. The purchaser shall maintain and keep in working order and regularly lit every night the said lawn lamps including carrying out the replacement of bulbs and the repair of the power line if such is damaged. The purchaser shall be responsible for the payment of a deposit as prescribed by Lakewood Trails Owners Association Inc. from time to time, to ensure the installation of the lamps within one year from the issuance of a building permit. The developer or Lakewood Trails Owners Association Inc. shall have the right to install the lamps at the owner's cost if the owner fails to install within the one year period referred to above and the cost of same shall become a lien against the purchaser's land.

**7. Television Antenna, Clothes Lines**

All satellite dish antenna devices and exterior clotheslines shall be adequately screened from view from the roadways and adjoining properties and shall not be erected without prior consultation and written consent from 9013466 Canada Corporation or the Lakewood Trails Owners Association Inc.

**8. Appearance**

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

**9. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that none of the following are permitted to be permanently located or stored in the front yard without written approval from 9013466 Canada Corporation or the Lakewood Trails Owners Association Inc., namely, lawn and garden maintenance equipment, storage sheds, play structures.**

**10. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will maintain the land within the road allowance abutting his lands, from the edge of the gravel shoulder to the lot line in a neat and orderly fashion including cutting of grass regularly and replacing any that dies, maintaining the stone infiltration strip where provided, removing any debris, leaves, grass and sediment all to the satisfaction of the City of Ottawa and 9013466 Canada Corporation or its appointee and pursuant to the Subdivision Agreement with the City of Ottawa.**

**11. Signs**

No signs, billboards, notions or other advertising matter of any kind (except the ordinary signs offering the dwelling unit thereon for sale or rent) shall be placed on any part of the lands or upon or on any buildings or on any fence, tree or other structure on the lands without prior written permission of 9013466 Canada Corporation or its appointee.

**12. Pets**

No animals of any kind may be kept or maintained on the said land, other than household pets normally permitted in private homes in urban residential areas and provided they do not constitute an annoyance or nuisance to the occupants of neighbouring lands as may be determined by Lakewood Trails Owners Association Inc. There shall be no commercial breeding of animals, fish or fowl. Lakewood Trails Owners Association Inc. may pass Rules and Regulations governing pets on lands designated as common areas and under the control of Lakewood Trails Owners Association Inc. No contravention of these Rules and Regulations shall be permitted.

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**13. Street Number**

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

**14. Restricted Chattels, Equipment & Furniture**

No unlicensed vehicles, terrain vehicles, snowmobiles, motorized trail bikes, or motorized personal watercraft or other motorized watercraft shall be permitted on the subject lands or any block or parcel in the subdivision including the lakes.

**15. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees not to install any docks, boat houses and rafts without written approval from 9013466 Canada Corporation, Lakewood Trails Owners Association Inc. or their assignees or successors.**

**16. Zoning By-Law**

Notwithstanding the provisions of the City of Ottawa Zoning By-Law, no person shall:

- (a) Use any part of a lot for the purpose of exterior storage;
- (b) Use any part of a lot for the parking of a derelict vehicle, recreational vehicle, trailer, motor home, bus, or commercial vehicle, or vehicle of more than a 1/2 ton capacity;
- (c) Use any part of a lot for the purpose of long-term parking of vehicles under repair or not in good working order;

without the express written consent of 9013466 Canada Corporation, its successor or assigns, after making adequate provision for screening.

**17. Setback Requirements**

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

**18. Drilled Wells**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that wells shall be drilled in compliance with Ministry of Environment well regulations (Ontario Water Resources Act, R.R.O. 1990, Regulation 903, amended to 128/03, and any subsequent amendments), in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report and City Standards, to ensure long term water quality and well protection.

**19. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to drill all wells to the lower formations through the limestone formation and that all such wells must be cased a minimum of 30m as per the approved Hydrogeological and Terrain Evaluation Report and property grouted in accordance with Ontario Regulation 903, as amended and supervised by a Professional Geoscientist or Professional Engineer, with experience in hydrogeology.**

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

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that all wells are to be drilled wells

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with casings set into the bedrock and the entire annular space filled with grout. Dug wells and sand points shall not be permitted. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the construction and grouting of the well shall be inspected and certified by a qualified Professional Engineer or Professional Geologist, in accordance with Ontario Regulation 903 and a well compliance certificate (containing the information set out below), signed by the Professional Engineer or Professional Geologist shall be provided to the Owner and the South Nation Conservation Authority. The well compliance certificate shall include:

- (a) Ministry of Environment well record, well number and global positioning system coordinates,
- (b) Standard subdivision water quality analysis results (including as minimum chloride, nitrites, nitrates, TKN, sodium, total coliform and e-coli), which will be used as baseline data for the performance evaluation of each phase prior to the registration of the next phase,
- (c) Qualifications of the on-site well inspector,
- (d) Detailed observations for annular space creation, well casing installation and the grouting type and procedure, and a statement that detailed observations indicates that the well was constructed in compliance with both Ministry of Environment and City Standards.

**21. Well Construction and Certification**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the well construction shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, dated December 2014 and updated February 2016, prepared by Paterson Group Inc. Consulting Engineers and certification by a Professional Engineer or a Professional Geoscientist, licensed in the province of Ontario, shall be provided to the City of Ottawa in this regard. All wells shall be certified in accordance with Ontario Regulation 903, or as superseded by any City of Ottawa well inspection program in effect at the time of well certification. In addition to bacteriological testing, well water shall be tested for all nitrogen species, sodium and chloride and the results shall be submitted to the City with the well certification. This certification is required prior to final inspection by the City to permit occupancy of buildings.

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

**23. Water Quality Analysis**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised to have a water quality analysis completed on a regular basis. The analysis shall include fluorides and septic effluent indicators (chlorides, nitrites, nitrates, TKN, total coliform, e-coli). Any readings which exceed acceptable values shall be reported to the City of Ottawa Medical Officer of Health for further evaluation and advice.

- 24.** The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised to perform a water quality analysis for fluoride, bacteria, indicator parameters (chlorides, nitrites, nitrates, TKN, turbidity, ammonia, sodium, total coliform, e-coli) and other health related

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parameters before connecting the water supply to the house plumbing. Where requested the owner will provide reasonable access to 9013466 Canada Corporation or Lakewood Trails Owners Association Inc. (LWTOAI) for obtaining water samples to conduct such testing.

**25. Water Quality and Treatment Systems**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that some wells may exhibit elevated aesthetic parameters (hardness, iron, manganese, total dissolved solids, sodium, etc.). Some incrustation, taste and colour problems can be expected. It may be necessary to use treatment systems to improve water quality.

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

**27.** The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised to perform regular water quality analysis to avoid any future serious health issues. In case of any exceedances, the Medical Officer of Health shall be informed for further evaluation and necessary measures.

**28. Well Turbidity**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that new developed wells may encounter turbidity. High levels of turbidity may interfere with the effective operation of water treatment systems and efficient bacterial control. Wells must be properly developed before connection to the plumbing system.

**29. Well Management Program**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised to follow a well management program to avoid any adverse impact on the groundwater. The guides entitled "How Well is Your Well" and "Water Well Best Management Practices" can be obtained from the City of Ottawa or the Rideau Valley Conservation Authority.

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

**31. Groundwater Quality or Quantity**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of 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. The homeowner is advised to test his/her well on a regular basis for bacteriological and select chemical parameters (for eg. nitrate and chloride). Advice on well maintenance can be requested from the City of Ottawa or Rideau Valley Conservation Landowner Resource Office.

**32. Groundwater Extraction**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that any operation involving groundwater

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extraction (groundwater source open loop heat pumps, etc.) has not been approved as part of the development.

**33. Conserve Water During Extended Dry Periods**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that although well interference problems have not been identified for this Subdivision, the Transferee is advised to conserve water during extended dry periods.

**34. Well and Sewage System Installation**

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

- (a) Lots shall be made suitable for installation of sewage systems prior to, or at the building permit stage to the satisfaction of the Ministry of the Environment in accordance with Ontario Regulation 358/90 made under the Environmental Protection Act and the owner shall conduct individual lot by lot percolation tests, high groundwater measurement and mounding calculations and other studies, as required by the City of Ottawa Septic System Office, before sewage system installation;
- (b) The development shall be in accordance with the Lot Development Plan prepared by John D. Paterson and Associates Limited;
- (c) The Report prepared by John D. Paterson and Associates Limited titled "Terrain Analysis and Hydrogeological Study" and all addendum (the hydrogeological report) are available from the Owner to lot purchasers as a guide to development;
- (d) Wells shall be located and constructed in accordance with the recommendations of the Hydrogeological Reports and shall be completed in conformance with the City of Ottawa well compliance program;
- (e) Wells shall be constructed in accordance with Ontario Regulations 612/84.

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

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

The Transferee of Lots 7 – 14 and 34 - 40 inclusive for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that special soil conditions may exist on these lots which will require:

- (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation on this lot prior to applying for a pool enclosure permit or installing the pool; and
- (b) the Owner to submit a copy of the geotechnical engineer's report to the General Manager, Planning, Infrastructure and Economic Development at the time of the application for the pool enclosure permit.

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- The Owner also acknowledges that said engineer will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Infrastructure and Economic Development.
- 36. Mail Delivery**
- The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that Canada Post does not intend to provide door-to-door mail delivery. It is anticipated that mail delivery will be provided through a system of permanent communal boxes.
- 37. School Accommodations**
- The Purchaser acknowledges that school accommodation problems exist in the Ottawa-Carleton District School Board designated to service in this area, and that at the present time this problem is being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.
- 38. Active Lighted Sports, Recreation and Leisure Facilities**
- The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have (a) active hard surface and soft surface recreational facilities; (b) active lighted sports fields; (c) recreation and leisure facilities; (d) potential community centre; (e) other potential public buildings/facilities.
- 39.** The transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.
- 40. Environmental Protection**
- No Transferee shall refrain from compliance with the following covenants:
- (a) Lakewood Trails Owners Association Inc., or 9013466 Canada Corporation or their appointees shall have the right at any time upon twenty-four hours written notice delivered to the lot owner at the subject lands to enter upon the lands and premises for the purposes of inspecting the well or septic system or other potential environmental hazard or pollutant.
  - (b) Following the results of such inspection, either 9013466 Canada Corporation, Lakewood Trails Owners Association Inc. or its appointees, may make an order to rectify the well or specific system or any source of contamination at the owner's cost and if such order is not complied with to take such enforcement measures as are within its contractual or legal authority.
  - (c) No Transferee, his heirs, executors, administrators, successors or assigns shall permit fertilizer or lawn chemicals of any kind to be applied to the lands, without the express written consent of Lakewood Trails Owners Association Inc. The Transferee shall be responsible for contamination of any kind that may occur from a source within his lands. In particular the Transferee shall not permit animal, human, organic or chemical waste to contaminate or impact in any way the run off, seep into ground water, or into the lakes.
  - (d) No soil, or fill, of any kind shall be brought onto the lands without the express written consent of the Lakewood Trails Owners Association Inc. The owner shall be responsible for making good any

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damage or contamination, which occurs from bringing onto the land any new material notwithstanding the approval of Lakewood Trails Owners Association Inc.

**41. Terrain Analysis and Hydrogeological Study**

The Owner agrees to develop each lot in accordance with the findings and recommendations of the Terrain Analysis and Hydrogeological Study – Lakewood Trails Subdivision - Part of Lot 9, Concession 5, Geographic Township of Osgoode, Ottawa (Greely), Ontario prepared by John D. Paterson and Associates Ltd. (Report No. PH2678-REP.02, dated December 2014; Updated: February 2016 and that certification by a Professional Engineer will be provided to the City of Ottawa in this regard. The owner shall advise all prospective lot purchasers, in the Agreements of Purchase and Sale, of these certification requirements. The owner also agrees that the Subdivision Agreement with the City of Ottawa will require lot owners to provide this certification by a Professional Engineer, prior to final inspection by the City to permit occupancy of buildings.

**42.** The owner shall implement the recommendations described in the “Terrain Analysis and Hydrogeological Study” (Report No. PH2678-REP.02).

**43. Tree Planting and Conservation Plan**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a Detailed Tree Conservation Report has been prepared by DST Consulting Engineers, Final Report dated June 2015. Further, the Transferee agrees to develop each lot in accordance with the findings and recommendations of the detailed Tree Conservation Report and to implement the specific tree saving measures contained in the report prepared by DST Consulting Engineers dated June 2015, applicable to the lot they are purchasing, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development of the City of Ottawa.

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

**44.** The Owner or the Owner’s successor(s) acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendation of the Detailed Environmental Impact Statement and Tree Conservation Report prepared by DST Consulting Engineers dated June 2015.

- Retained trees between the rear drainage swale and the building envelope will generally be six (6) metres in width, as shown on Grading Plan Drawings by ARK Engineering.
- No tree in excess of 10 cm dbh can be removed except for the footprint of the home, driveway, septic and living area (yards).
- Native plantings will be placed adjacent to the retained vegetation at the rear of each lot once the lot servicing is completed. Non-native species are not to be planted.
- Bands of trees are to be protected with sturdy fencing installed a distance of ten times the trunk diameter from the trunk.

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- No grading activities that may cause soil compaction such as heavy machinery and stockpiling of material are permitted within the fencing, or grade raises, or digging.
- If any roots are exposed during site alterations, the roots shall be immediately reburied with soil or covered with filter cloth to keep moist until roots can be buried permanently.
- No tree or shrub removal will occur between April 15<sup>th</sup> and August 15<sup>th</sup>, unless a breeding bird survey is conducted within 5 days to identify no active nests are in the trees and shrubs.
- Effective sediment and erosion control measures are to be maintained until complete re-vegetation of disturbed areas is achieved.
- Any tree and shrub plantings are to be monitored and any dead or dying material is to be replaced.
- The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that post development landscaping/tree planting shall be undertaken between lots and at the back of lots as shown in Figure 5 EIS/TCR including lots 1 to 6, and 27 to 40 and block 41 and should concentrate on tree and shrub species native to the area, including those listed in Table 1 of the Tree Conservation Report such as Red Oak, Bur Oak, American Basswood, Red Maple, Sugar Maple, White Cedar, Balsam Fir and Trembling Aspen. Replanting of Ash trees should be avoided due to potential future damage from the Emerald Ash Borer. Tree planting in proximity to buildings will be in accordance with the approved landscaping / streetscaping plan, geotechnical report and the City of Ottawa's "Trees and Foundation Strategy in Areas of Sensitive Marine Clay" policy, where applicable.

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

- (a) They must preserve and plant as required to maintain a minimum of 30% tree canopy coverage for the lot. A list of suitable trees is noted above.
- (b) That they must plant a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots where lots were not provided with retained trees. A list of suitable trees is provided in the approved Tree Conservation Report.

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

**47. Excavation**

No excavation shall be made on the lands except excavations for the purpose of building on same at the time of commencement of such building, or for the improvement of the gardens and grounds thereof, and no soil, sand or gravel shall be removed from the lands except in each case with the prior written permission of 9013466 Canada Corporation or its appointee.

**48. No Dumping**

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

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**49. Waste Storage**

No building waste or other material of any kind shall be dumped or stored on the lands except clean earth for the purpose of leveling and landscaping in connection with the erection of a building thereon or of the immediate improvement of the grounds.

**50. Utilities**

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

**51. Culvert**

The Transferee, his heirs, executors, administrators, successors and assigns shall be responsible for any default or defects resulting from arranging for the supply and installation at his expense of any laneway culvert, to City of Ottawa standards.

**52. Security Deposit**

The vendor shall collect on closing a security deposit of approximately \$2,000.00 until completion of the installation of the culvert and all grading works and tree planting. The deposit will be refunded to landowner upon final release of the developer under the subdivision agreement. In the event that the land *owner* or his agents, successors, assigns, does not complete the grading in accordance with the grading and drainage plan or takes any action that causes the developer to be held in default under the subdivision agreement, the vendor may use the deposit money to rectify the default, if such default is not rectified within 15 days of notice by the developer to the landowner, without further notice to the landowner.

**53. Footings**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the footings of all buildings shall be constructed above the normal water table to prevent moisture problems in basements and to minimize the demand on the sump pump system.

**54.** All proposed residential units shall have their underside of footing elevations set at a minimum 300 mm above the 1:100 year storm event water levels in the proposed storm water management ponds or the high ground water elevation identified in the geotechnical report, whichever is greater, or such other level as recommended by a Professional Engineer and accepted by the City, to provide an appropriate safeguard against basement flooding.

**55.** The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to have a Civil Engineer or Ontario Land Surveyor certify the elevation of the top of footings prior to completion of the foundation walls, and the Owner shall remove said footing if found to be out by more than 0.1 metre from the approved design grading plan. Said elevation shall be submitted by the Professional Civil Engineer of Ontario Land Surveyor to the Director, Planning and Infrastructure Approvals for approval prior to the completion of the foundation walls.

**56. 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

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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.

**57. Purchaser Remediation of Lot Grade Compliance**

The Parties acknowledge that the Purchaser is acquiring a lot in an ungraded condition. It is the responsibility of the Purchaser to ensure that the final lot grading meets the approved grading and drainage design.

**58. As-Built**

The Owner acknowledges and agrees to submit an as-built grading plan showing actual ground elevations to geodetic datum at front, rear and side of house, driveways at edge of pavement and at garage, all lot corners, swale inverts, terraces and top and bottom of retaining walls. The grades must be taken under the supervision of a professional Civil Engineer or Ontario Land Surveyor. The Owner acknowledges and agrees to have a Civil Engineer licensed in the Province of Ontario or an Ontario Land Surveyor certify that the final lot grading is within 0.2 metres of the approved grades on the grading and drainage plan.

The Owner acknowledges and agrees to have a Civil Engineer licensed in the Province of Ontario or Ontario Land Surveyor certify the elevation of the top of footings prior to completion of the foundation walls, and the Owner shall remove said footing if found to be out by more than 0.1 metre from the approved design grading plan. Said elevation shall be submitted by the professional engineer or Ontario land Surveyor to the General Manager, Planning, Infrastructure and Economic Development for approval prior to the completion of the foundation walls.

**59. Roof Leaders and Sump Pump Hoses**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to direct roof leaders, sump pump outlet and infiltration areas to a sufficiently large pervious area or where specified designated infiltration mechanism, all of which shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

**60. Right of Repurchase**

In the event that five years after the registration of the conveyance to the purchaser, construction of a residence on a property has not proceeded to the "roof on" stage, 9013466 Canada Corporation or its assignee shall have the right at any time thereafter to purchase back the property from the purchaser or his transferee, heirs, executors, administrators, successors or assigns, at the same price that the original purchaser paid to 9013466 Canada Corporation. This right may be exercised by a notice in writing to the transferee, his heirs, executors, administrators, successors or assigns, delivered to or mailed by prepaid registered mail to his last known address. If mailed, the notice shall be deemed given on the next business day following the date of mailing, and the purchase shall be completed on the first business day, thirty days following the date notice is given. In calculating the price 9013466 Canada Corporation shall deduct the amount outstanding as well as the cost of obtaining a discharge or a release from any encumbrance or lien holder affecting the subject lands.

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**61. Completion of Dwelling**

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

**62. Approval of Building & Siting Plans**

In the event that the Transferee, his heirs, executors, administrators, successors or assigns has failed to obtain the approval of 9013466 Canada Corporation to his building and siting plans within 48 months from the date of the registration of the purchaser's conveyance, then the rights and terms of repurchase referred to above, paragraph 66, shall be immediately applicable in favour of 9013466 Canada Corporation, the vendor herein.

**63. No Subdivision**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants that he will make no attempt to further subdivide his lot without the written authorization of 9013466 Canada Corporation or its appointee.

**64. Driveway Location**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees not to alter an existing driveway location or a predetermined driveway location without prior written consent of the City Engineer. If such permission is granted the Purchaser shall pay for all costs associated with relocating the driveway including any portions on municipal properties.

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

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

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

**66. Roads**

The Transferee for himself, his heirs, executors, administrators, successors and assigns, hereinafter called the purchaser, covenants and agrees that if, during the course of the construction of any building or buildings on any lot which he owns in the subdivision, any damage is done to the surface of the roads in the plan of subdivision at any time prior to the City of Ottawa assuming the responsibility of those roads, then and in that event the purchaser will reimburse 9013466 Canada Corporation for the costs of any repairs necessitated by damage done by the purchaser or his agents.

**67. Trans-Northern Pipelines Inc.**

The Transferee for himself, his heirs, executors, administrators, successors and assigns, hereinafter called the Purchaser agrees that the development shall

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comply with the NEB Act and Pipeline Crossing Regulations and encroachments will not be created on the pipeline right-of-way and that future owners will be informed of the presence and possible restrictions due to the pipeline.

**68. Hydro One Networks Inc.**

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

Furthermore, there may be alterations and/or expansions by HONI to its facilities and/or transformer station which may temporarily affect the living environment of the residents notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Development. HONI will not be responsible for any complaints or claims of any kind howsoever arising from use, expansion and/or alterations of such facilities and/or operations on, over or under its transformer station. Furthermore, each purchaser acknowledges and agrees that an electro-magnetic, stray current and noise-warning/vibration clause similar to the foregoing shall be inserted into any succeeding or subsequent sales agreement, lease or sublease, and that this requirement shall be binding not only on the Purchaser hereunder but also upon the Purchaser's respective heirs, estate trustees, successors and permitted assigns, and shall not cease or terminate on the closing of this purchase and sale transaction with the Vendor/Declarant.

**69. Lakewood Trails Owners Association Inc.**

No Transferee shall refrain from compliance with the following covenants:

- (a) The Transferee for himself, his heirs, executors, administrators, successors and assigns hereby covenants and agrees to be a member in good standing of Lakewood Trails Owners Association Inc. ("the Association") and agrees at all times to pay such fees, dues, levies and special assessments as are imposed from time to time by the said Association for the purpose of carrying out its objects and acknowledges that membership in the Association is mandatory and runs with the land.
- (b) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees, as a member of the Association, to cause the Association, if applicable, to carry out and perform all the terms and conditions and provisions of any agreement with the municipality with respect to the maintenance of lands and improvements owned, leased or used by Lakewood Trails Owners Association Inc.
- (c) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees as a member of the Association to cause the Association to maintain, repair and operate

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at its own expense the common areas and facilities constructed or to be constructed.

- (d) The Transferee for himself, his heirs, executors, administrators, successors and assigns further agrees to permit registration of the covenants contained herein against title to the subject land.
- (e) The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees to be bound by and to comply with any rules and regulations which may be imposed from time to time by the Association.
- (f) The Transferee for himself, his heirs, executors, administrators, successors and assigns herein acknowledge and agree that the Association has the power to:
  - (i) Elect a board of directors;
  - (ii) Establish and enforce by-laws, rules and regulations affecting individual lots and common areas;
  - (iii) Charge and collect monthly assessments and special assessments payable from each lot owner to the Association;
- (iv) Register a charge, notice, order or lien against title to any owner who is in default of payment of any assessment or arrears for more than 30 days. No owner shall take any action to apply for removal of such charge, notice, order or lien until the assessment or arrears are paid in full together with the Association costs of registration. The owner shall not object to the having granted an interest on title to the Association sufficient to register such a charge, notice, order or lien pursuant to covenant 77 herein, and, shall refrain from any objection to the charge, notice, order or lien until the outstanding account is paid in full.

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

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

- 71.** The Owner and Lakewood Trails Owners Association Inc. (LWTOAI), acknowledges and agrees that Lakewood Trails Owners Association Inc., the Owner's Association, shall maintain the stormwater management pond in accordance with the recommendations of the Stormwater Management Plan and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

- 72.** The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that he/she shall become a member of Lakewood Trails Owners Association Inc. and that upon establishment of such Association, Block 58 will be created for the purpose of

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achieving and maintaining tree cover within the development and shall be conveyed to the Association and shall become the sole responsibility of the Association for purposes of stewardship, maintenance and liability.

- 73.** All decisions with respect to the timing, design, location, construction and material selection of amenities noted above will be at the sole and absolute discretion of the developer. The agreement of purchase and sale between the purchaser and the vendor/developer provides consideration from the purchaser to the vendor for the lot only. The developer will have no contractual obligations to individual purchasers or Lakewood Trails Owners Association Inc. (LWTOAI) with respect to the proposed private recreational facilities. Following the transfer of the facilities, the developer will assign the applicable warranties of all contractors and sub-contractors which Lakewood Trails Owners Association Inc. (LWTOAI) may elect to enforce, however there will be no warranty whatsoever given by the developer with respect to lands, improvements, fixtures or personal property that is ultimately transferred to Lakewood Trails Owners Association Inc. (LWTOAI).

**74. Terms**

The terms "purchaser", or "owner", or "person", or "lot owner", or "Transferee" used herein shall include a male or female person or a corporation or any combinations thereof, and all heirs, executors, administrators, successors and assigns of these persons and all covenants and obligations shall be joint and several.

**75. Enforcement**

No Transferee shall refrain from compliance with the following covenants:

Where a Transferee, his heirs, executors, administrators, successors or assigns is in breach of any of these covenants, or of the provisions of the Lakewood Trails Design Review Guidelines or a ruling of the Design Review Committee or the rules, regulations, or bylaws of Lakewood Trails Owners Association Inc. then enforcement may be sought by an order of a court of competent jurisdiction or pursuant to arbitration under the Arbitration Act of Ontario. All costs incurred by the Association in enforcing these covenants including legal and court costs shall be the responsibility of the defaulting owner and payment of same may be secured by way of notice of charge against the owner's lands. Lakewood Trails Owners Association Inc. is deemed to be granted sufficient interest in title to the subject lands to register such notice.

- 76.** Any of the obligations, rights and covenants of 9013466 Canada Corporation contained in these restrictions may be assigned to the Association and upon such assignment, the Association shall assume all obligations, rights and covenants of 9013466 Canada Corporation and perform the same as would be performed by 9013466 Canada Corporation and, without limiting the foregoing, to and including the issuance of any certificate of compliance to date with respect to these restrictions.
- 77.** 9013466 Canada Corporation or its assignee may agree to vary, alter, amend or remove any of the foregoing conditions in respect of those or any other lands on the said plan or other plans in the Association without notice to or consent of the Purchaser or the owner of any other land to which the foregoing conditions may apply so long as such variation, alteration, amendment or removal is not, in the opinion of 9013466 Canada Corporation, or its assignee a substantial deviation from the general nature of the foregoing conditions.

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- 78.** If for any reason whatsoever any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:
- (a) Is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and
  - (b) Continues to be applicable to and enforceable to the fullest extent permitted by law against any part and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.
- 79.** The Owner, for himself, his heirs, executors, administrators, successors and assigns (hereinafter the "Owner") hereby irrevocably constitutes, appoints and shall refrain from any action to object to or impede 9013466 Canada Corporation or the Lakewood Trails Owners Association Inc. (hereinafter the "Association") as the true and lawful attorney of the Owner with power of substitution in the name of the Owner to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as 9013466 Canada Corporation or the Association, in its sole discretion, considers necessary to exercise any of its rights and remedies hereunder, and to do all acts or things necessary including the registration of a charge, notice, order or lien on the Owner's title to the subject property for any outstanding amount owing to the Association, including but not limited to any default of payment of fees, due to the Association and for the costs associated with remedying any contravention of the Association rules or covenants herein.
- 80.** The Owner, for himself, his heirs, executors, administrators, successors and assigns (hereinafter the "Owner") hereby acknowledges that they have been directed to the information in the Homeowners Awareness Package as provided in the link below.  
<http://www.sunsetlakes.ca/important-information/rural-living-matters>
- 81.** The covenants in respect to the foregoing protective restrictions shall extend to and be binding upon, and may be taken by, the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- 82.** PROVIDED that in construing these presents the words "Vendor" and "Purchaser" and the pronouns "he", "his", or "him" relating thereto and used therewith shall be read and construed as "Vendor" or "Vendors", "Purchaser" or "Purchasers", and "he", "she", "it", or "they", "his", "her", or "their", or "him", "her", "it" or "them", respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

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

x \_\_\_\_\_  
PURCHASER

x \_\_\_\_\_  
PURCHASER

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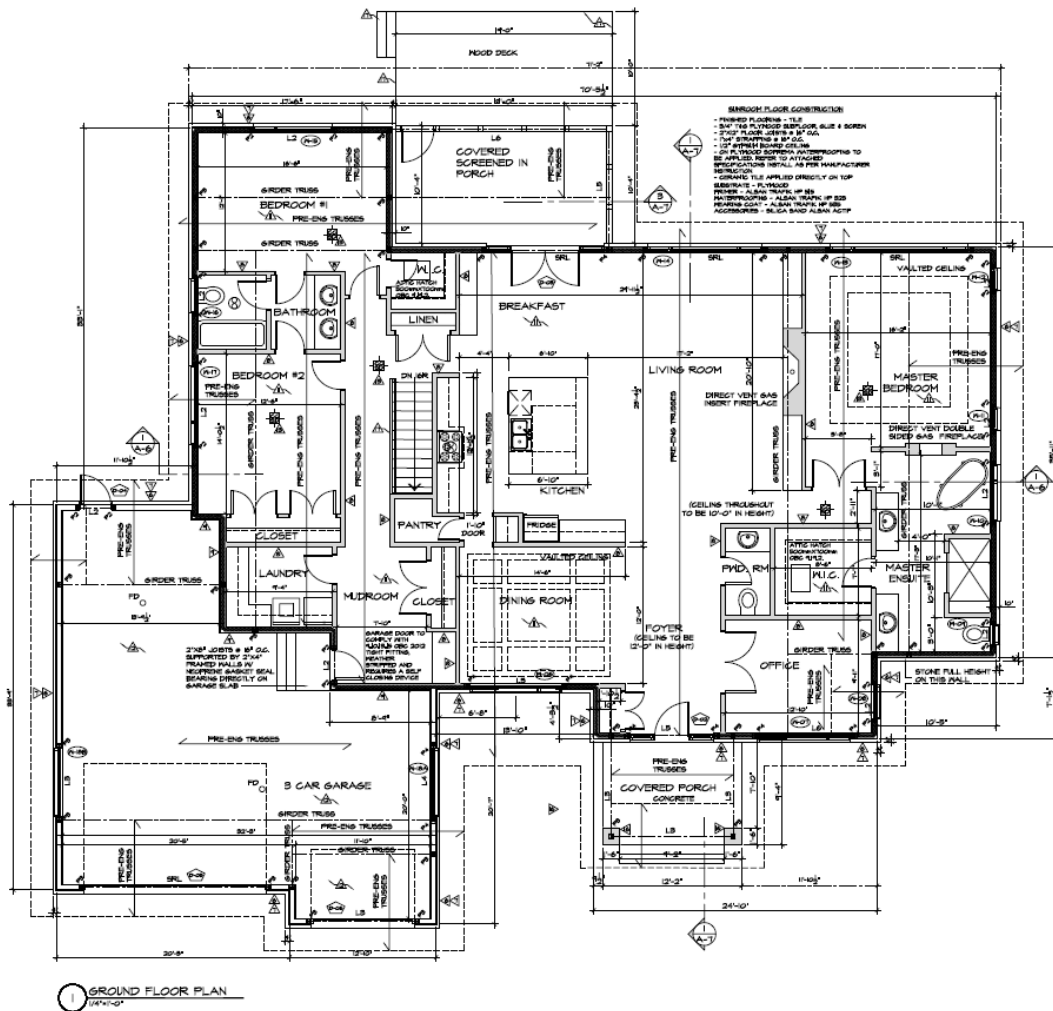
SCHEDULE “CUP”



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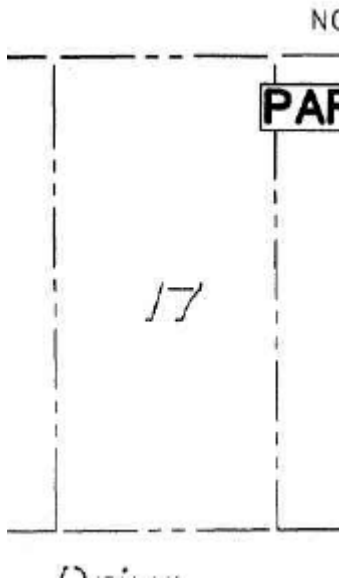
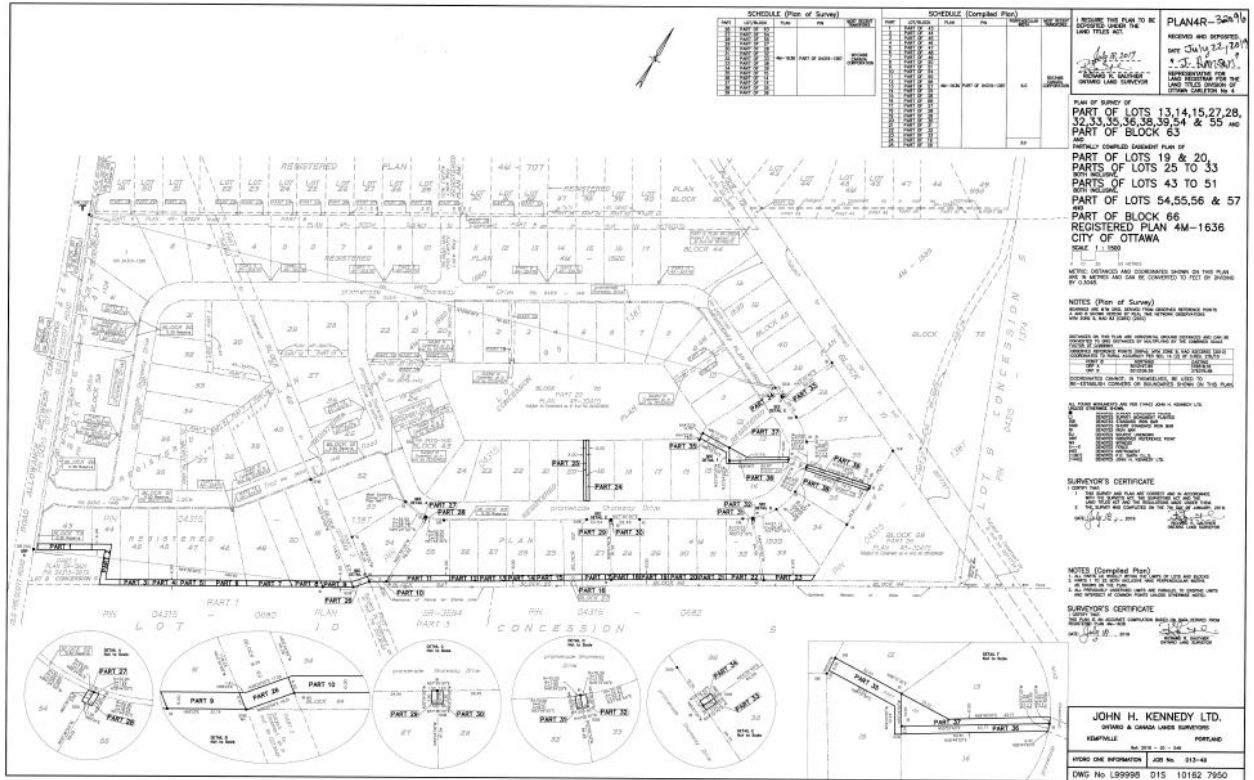
AGREEMENT OF PURCHASE AND SALE  
SCHEDULE "D"  
DWELLING FLOOR PLAN(S) AND LOT PLAN

The floor plan(s), elevation sketch(es) and lot plan(s) attached to this Schedule comprise those available as at the Acceptance Date in respect of the Dwelling and/or the adjacent lands, and are provided for information purposes only, and do not constitute representations or warranties by the Vendor in respect thereof other than as expressly provided in the Agreement. The construction or completion of the Subdivision and Dwelling, and delivery thereof, shall remain subject to the terms, conditions, changes and amendments set out in Schedule A to the Agreement, including without limitation, the possibility that the Dwelling may be constructed in the reverse image or other configuration. Where any portion of the attached plan(s) or sketch(es) is inconsistent with the Dwelling and/or Subdivision plans and specifications approved by the relevant Governmental Authority or with the actual built form of any Dwelling which was under construction at the Acceptance Date, such municipally approved plans and specifications or build form, as applicable, shall govern.



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AGREEMENT OF PURCHASE AND SALE  
SCHEDULE "DE"  
DRAINAGE EASEMENT PLAN



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AGREEMENT OF PURCHASE AND SALE  
SCHEDULE "E"  
FEATURES AND FINISHES

**Foundation & Basement**

- Footings minimum 8" x 24"
- Foundation walls 8" poured concrete
- Drainage system around outside perimeter & connected to sump pump
- 6 mm plastic vapour barrier under 4" concrete basement floor
- Steel beams with adjustable steel posts
- Dimpled drainage membrane
- Dampproofing spray in garage and porch
- **Extra high basement to 8'-10" high from footing (standard)**

**Framing**

- 2" x 6" exterior walls
- Engineered floor joists
- 3/4" Pinnacle Enhanced OSB subfloor glued and screwed
- Engineered roof trusses on 24" centers
- All interior walls are 2" x 4" on 16" centers or as indicated on plans

**Insulation**

- R22 exterior walls main floors
- R20 full height walls in basement
- R60 blown fiberglass in attic
- **R32 garage ceiling and R20 garage walls (standard)**
- **Closed cell spray foam insulation in all cavities around rim joist (standard)**
- 6 mm poly vapor barrier throughout
- Insulated exterior doors
- **R16 minimum insulated garage door(s)**
- Energy Star Low 'E' argon windows
- Window frames foam sealed

**Electrical**

- 200-amp breaker style panel.
- All copper wiring
- Smoke alarms with CO<sub>2</sub> on all levels and in all bedrooms
- **Interior and Exterior pot lighting as per design**
- Designer overhead light fixtures including chandelier as per plan (allowance)
- Cable, telephone & Ethernet rough-ins throughout
- Designer light switches & receptacles.
- Outside electrical outlet front and back

**Plumbing**

- Designer fixtures
- Custom glass & tile shower in ensuite
- Chrome finished single lever faucets on all sinks and tubs
- Connections for washer and dryer
- Rough-in plumbing and electrical for dishwasher
- **Dual flush elongated toilets in all bathrooms**
- **2 exterior hose bibs+ 1 in garage**
- Stainless steel undermount sink in kitchen with single-lever pull out faucet

**Exterior**

- Stone, Brick or Stucco on all elevations as per plan
- Casement Windows throughout main areas, slider windows in basement.
- **Maintenance free colored vinyl Low 'E' argon energy star upgraded windows**
- Pre-finished, maintenance free aluminum soffit, fascia and eaves-through in buyer's choice of color.
- Pot lighting in front elevation
- **Limited lifetime warranty architectural shingles**
- Insulated carriage style colored garage doors

**Interior**

- **Buyer's choice interior doors from samples all hinged including closets**
- **Deluxe oversize baseboard (5-1/2" standard), doorframes & window casings (3-1/2" standard).**
- Designer finish interior & exterior door hardware including knobs & locksets.
- Privacy locksets for all bathrooms.
- White MDF shelving in all closets
- Hardwood flooring and ceramic tile throughout main floors (standard as per plans)
- Hardwood railings with steel spindles on main levels/basement
- **Upgraded cabinets and Granite/Quartz countertops in kitchen and bathrooms**
- **Recessed pot lighting in kitchen, hallways and living areas**
- Smooth ceilings throughout
- **Ceiling designs as per plan.**
- 1/2" drywall throughout
- **9' ceilings throughout main floor (or higher as per plan)**
- Complete painting including 5 colors (buyer's choice)
- Upgraded mirrors in all bathrooms
- Fireplace in Great room as per design
- 3 piece basement bathroom rough-in.

**Heating & Ventilation**

- 95% High efficiency 2 stage gas forced air furnace
- High efficiency hot water heater (owned)
- Central air conditioning
- Energy Star rated Heat recovery ventilation system (HRV).
- Energy Star rated fans in all bathrooms

**Warranties**

- Full 1 year warranty as outlined by Taron Ontario New Home Warranty Program
- Limited 2 year warranty as outlined by Taron Ontario New Home Warranty Program
- 7 year major structural warranty as outlined by Taron Ontario New Home Warranty Program

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AGREEMENT OF PURCHASE AND SALE  
SCHEDULE "F"  
PURCHASER CONDITION(S) and VENDOR CONDITION(S)

The Purchaser is reminded of the provisions of Paragraph 6 on Page 1 of this Agreement ("No Other Representations"). The Vendor recommends that the Purchaser read and understand the entire Agreement before signing. The Purchaser is further advised to take this Agreement his/her solicitor and/or financial institution immediately upon execution hereof as the Vendor will not grant any extensions of the Purchaser Condition Period (defined below).

PURCHASER CONDITION(S):

Where applicable in accordance with the Italicized wording below, the Purchaser's obligation to complete this Agreement shall be conditional until 4:00 p.m. on the date which is five (5) days from the date of execution of the Agreement by the Purchaser (the "Purchaser Condition Period") to allow the Purchaser.

- a. to review the terms of this Agreement with his/her solicitor (the "Solicitor Review Condition");
- b. to obtain mortgage financing in respect of the purchase of the Property (the "Purchaser Financing Condition").

The Solicitor Review Condition shall be deemed to have been waived by the Purchaser unless the Purchaser or his/her solicitor sends notice terminating this Agreement in writing to the Vendor before the end of the Purchaser Condition Period.

The Purchaser Financing Condition shall be deemed to have been waived by the Purchaser unless the Purchaser delivers to the Vendor in good faith a signed letter from the Purchaser's financial institution stating that the Purchaser has requested financing in respect of the purchase of the Property under the Agreement and such request has been denied.

Where the Purchaser waives the above conditions or the conditions are deemed waived, this Agreement shall continue in full force and effect. Where the Purchaser terminates this Agreement before the end of the Purchaser Condition Period in accordance with the above required notice or letter, this Agreement shall be null and void and any of the Deposits paid to the Vendor by the Purchaser shall be returned to the Purchaser in full without interest, deduction or penalty and neither party shall have any further obligation to the other. This condition is included for the benefit of the Purchaser and may be waived by him/her at any time prior to the end of the Purchaser Condition Period.

VENDOR CONDITIONS:

Where applicable in accordance with the italicized wording below, the Vendor's obligation to complete the Agreement shall be conditional:

- a. for a period of 20 Business Days from the date of receipt by the Vendor of the Purchaser's financial, credit and personal information required to be provided by the Purchaser to the Vendor under the Agreement (the "Purchaser Resources Condition Period"), for the Vendor to satisfy itself that the Purchaser has the financial resources to complete the transaction described in the Agreement; and
- b. for the period set out in the Taron Addendum for the Vendor's Early Termination Condition regarding the Vendor financing (the "Vendor Financing Condition Period"), for the Vendor to arrange financing for the development and construction of the project or portion thereof containing the Property, on terms satisfactory to the Vendor in its sole and absolute discretion.

The above Vendor conditions shall be deemed to have been waived by the Vendor unless the Vendor or its solicitor sends notice Terminating the Agreement in writing to the Purchaser or its solicitor before the end of either the Purchaser Resources Condition Period or the Vendor Financing Condition Period as applicable. Where the Vendor waives the above conditions or the conditions are deemed waived, this Agreement shall continue in full force and effect.

Where the Vendor terminates this Agreement before the end of the Vendor Financing Condition Period in accordance with the above, this Agreement shall be null and void and any of the Deposits paid to the Vendor by the Purchaser shall be returned to the Purchaser in full without interest, deduction or penalty and neither party shall have any further obligation to the other. Where the Vendor terminates this Agreement before the end of the Purchaser Resources Condition period and the Vendor received the Purchaser's financial, credit and personal information required to be provided by the Purchaser to the Vendor in the time period and under the terms set out in the Agreement, this Agreement shall be null and void and any

	Purchaser	Vendor
Initials		

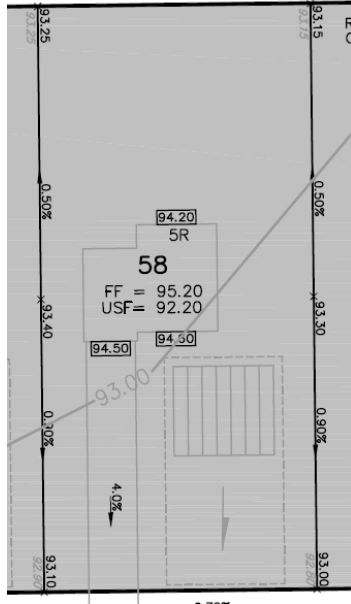
of the Deposits paid to the Vendor by the Purchaser shall be returned to the Purchaser in full without interest, deduction or penalty and neither party shall have any further obligation to the other. Where the Vendor terminates this Agreement before the end of the Purchaser Resources Condition Period and the Vendor did not receive the Purchaser's financial, credit and personal Information required to be provided by the Purchaser to the Vendor in strict accordance with the Agreement, including Schedule G, this Agreement shall be deemed terminated and the Vendor shall have the rights and remedies set out in the Agreement in respect of a Purchaser Default.

The above conditions are included for the benefit of the Vendor and may be waived by it at any time prior to the end of the applicable condition periods set out.

The Purchaser acknowledges that the Vendor may or may not require the above Vendor Conditions for any particular project or Dwelling type. The above conditions shall only be effective upon and In the event the Vendor's that appear below, and in the absence of such Initials shall be null and void and the Agreement shall be read as the text of such condition had been deleted here from.

	Purchaser	Vendor
Initials		

AGREEMENT OF PURCHASE AND SALE  
SCHEDULE "G"  
GRADING PLAN



Legend

99.62	EXISTING SPOT ELEVATION
x 99.65 99.65	PROPOSED ELEVATION EXISTING ELEVATION
x 99.65(s)	PROPOSED SWALE ELEVATION
x 99.65(d)	PROPOSED DITCH ELEVATION
— · — · —	PROPOSED SWALE AND/OR DITCH
H.P. 99.65	PROPOSED VERTICAL ELEVATION OF ROAD HIGH POINT
L.P. 99.65	PROPOSED VERTICAL ELEVATION OF ROAD LOW POINT
2.2%	% SLOPE PROPOSED DIRECTION OF FLOW
100.70	PROPOSED HOUSE PERIMETER ELEVATION
FF = 101.70	PROPOSED FINISHED FIRST FLOOR ELEVATION
USF = 98.80	PROPOSED MINIMUM UNDERSIDE OF FOOTING AT FRONT OF HOUSE
←	MAJOR SYSTEM DRAINAGE
	EXISTING TERRACING 3:1 MAX.
⊗	PROPOSED RIP-RAP TREATMENT AS PER OPSD 810.010

	Purchaser	Vendor
Initials		



AGREEMENT OF PURCHASE AND SALE  
SCHEDULE "H"  
FINANCING

PURCHASER FINANCING

The Purchaser shall, within 5 Business Days of the Acceptance Date, 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:

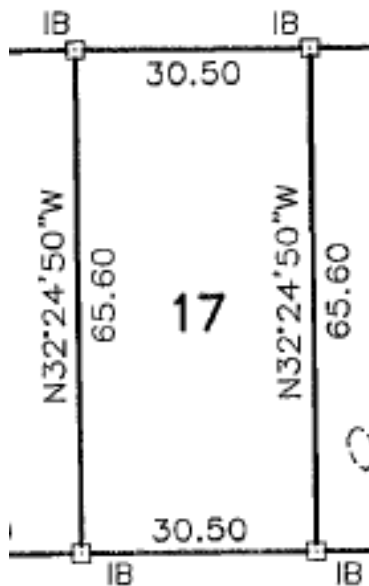
- a. a mortgage commitment signed by a lending institution or other mortgagee acceptable to the Vendor in its sole discretion (a "Lender"), on the Lender's letterhead and with an approval date and an expiry date of the approval, confirming that the Lender will be advancing funds to the Purchaser sufficient 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.

	Purchaser	Vendor
Initials		

AGREEMENT OF PURCHASE AND SALE  
SCHEDULE "J"  
GUARANTOR

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

	Purchaser	Vendor
Initials		

[illegible]

	Purchaser	Vendor
Initials		

As Per Schedule C of the Agreement of Purchase and Sale.

**43. Tree Planting and Conservation Plan**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a Detailed Tree Conservation Report has been prepared by DST Consulting Engineers, Final Report dated June 2015. Further, the Transferee agrees to develop each lot in accordance with the findings and recommendations of the detailed Tree Conservation Report and to implement the specific tree saving measures contained in the report prepared by DST Consulting Engineers dated June 2015, applicable to the lot they are purchasing, to the satisfaction of the General Manager, Planning and Growth Management of the City of Ottawa.

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

**44.** The Owner or the Owner's successor(s) acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendation of the Detailed Environmental Impact Statement and Tree Conservation Report prepared by DST Consulting Engineers dated June 2015.

- Retained trees between the rear drainage swale and the building envelope will generally be six (6) metres in width, as shown on Grading Plan Drawings by ARK Engineering).
- No tree in excess of 10 cm dbh can be removed except for the footprint of the home, driveway, septic and living area (yards).
- Native plantings will be placed adjacent to the retained vegetation at the rear of each lot once the lot servicing is completed. Non-native species are not to be planted.
- Bands of trees are to be protected with sturdy fencing installed a distance of ten times the trunk diameter from the trunk.
- No grading activities that may cause soil compaction such as heavy machinery and stockpiling of material are permitted within the fencing, or grade raises, or digging.
- If any roots are exposed during site alterations, the roots shall be immediately reburied with soil or covered with filter cloth to keep moist until roots can be buried permanently.
- No tree or shrub removal will occur between April 15<sup>th</sup> and August 15<sup>th</sup>, unless a breeding bird survey is conducted within 5 days to identify no active nests are in the trees and shrubs.
- Effective sediment and erosion control measures are to be maintained until complete re-vegetation of disturbed areas is achieved.

	Purchaser	Vendor
Initials		

- Any tree and shrub plantings are to be monitored and any dead or dying material is to be replaced.
- The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that post development landscaping/planting should concentrate on tree and shrub species native to the area, including those listed in Table 1 of the Tree Conservation Report such as Red Oak, Bur Oak, American Basswood, Red Maple, Sugar Maple, White Cedar, Balsam Fir and Trembling Aspen. Replanting of Ash trees should be avoided due to potential future damage from the Emerald Ash Borer. Tree planting in proximity to buildings will be in accordance with the approved landscaping/streetscaping plan, geotechnical report and the City of Ottawa's "Trees and Foundation Strategy in Areas of Sensitive Marine Clay" policy, where applicable.

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

- (a) They must preserve and plant as required to maintain a minimum of 30% tree canopy coverage for the lot. A list of suitable trees is noted above.
- (b) That they must plant a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots where lots were not provided with retained trees. A list of suitable trees is provided in the approved Tree Conservation Report.

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

	Purchaser	Vendor
Initials		

AGREEMENT OF PURCHASE AND SALE  
SCHEDULE "TA"  
TARION ADDENDUM

See attached

	Purchaser	Vendor
Initials		