



# AGREEMENT OF PURCHASE AND SALE

Made between **MOUNTAINVIEW HOMES (NIAGARA) LTD.** as Vendor,  
and **JOHN JAMES DOE & JANE JUDY DOE** as Purchaser,  
for **LOT 3C** in **WEST CREEK**.

## AGREEMENT TO PURCHASE

1. The Purchaser hereby agrees to and with the Vendor to purchase the following Property:

### PROPERTY

1. The Purchaser agrees to purchase and the Vendor agrees to sell the property located on the **North** side of **West Creek Court** being lot **3C** according to **Registered** plan no. **TBD** in the .
2. Together with a dwelling to be constructed on the property and which will become part of the unit being the **Aria** model, elevation **M1**.

### PURCHASE PRICE

1. The purchase price for the property shall be the sum of:  
**Seven Hundred Sixty Three Thousand; Seventy Canadian Dollars \$(763,070)**  
subject to adjustments as set out herein.
2. Harmonized sales tax for Ontario (less the new housing rebate) shall be included in the purchase price subject to the provisions of Schedule "B".

### DEPOSITS

1. A deposit of:  
**Five Thousand Canadian Dollars \$(5,000)**  
payable to the vendor is submitted with this agreement.
2. Further deposits as set out in Schedule "A" hereto annexed shall be paid to and held by the Vendor pending the completion or the termination of the Agreement and shall be credited towards the Purchase Price on closing

### LIST OF SCHEDULES

1. The Purchaser hereby acknowledges and agrees that the following schedules annexed hereto form an integral part of this Agreement, and the Purchaser hereby confirms having read and understood all of the terms and provisions of said schedules, and agrees to be bound by same, namely:
 

Schedule "A"	Purchase Price Breakdown & Deposit Schedule
Schedule "B"	General Terms And Provisions
Schedule "C"	Unit Specifications
Schedule "D"	Tarion Addendum & Warranty Information For New Freehold Homes
Schedule "E"	Residential Water Heater Rental Agreement & Acknowledgment
Schedule "F"	Lot Information & Unit Orientation
Schedule "G"	Unit Layout
Schedule "H"	Unit Elevation
Schedule "I"	Site Specific Terms & Provisions
Schedule "J"	M Living Features Model Specific Changes
Schedule "K"	As-Built Spec Changes
Schedule "L"	Purchaser Changes



This Offer shall be irrevocable by the Purchaser until one minute before midnight, the day of **20** after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest.

DATED at **Welland** Ontario this **6th** day of **November 2022**.

**SIGNED, SEALED AND DELIVERED**

In the presence of

**IN WITNESS WHEREOF I (WE)**

have set my (our) hand(s) and seal(s)

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: John James Doe

\_\_\_\_\_  
Purchaser: Jane Judy Doe

Address 1 MyHome Blvd  
Welland, ON, A1A 1A1  
Hm Phn (123) 123-1234  
Mbl Phn (905) 123-5567  
Email johndoe@gmail.com

The undersigned Vendor hereby accepts the above offer and its terms, and covenants, promises and agrees, with the Purchaser, to duly carry out same on the terms and conditions above mentioned.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**MOUNTAINVIEW HOMES (NIAGARA) LTD.**

\_\_\_\_\_  
Authorized Signing Officer, I have authority to bind the corporation.

Vendor's Solicitor:  
David Shapiro  
261 Martindale Rd.  
St.Catharines, On  
Phn: (905) 687-9922  
Fax: (905) 687-3311

Purchaser's Solicitor:  
Rocky Vacca (Sullivan Mahoney LLP)  
40 Queen St. St. Catharines

I (We) acknowledge receipt of my (our) signed copy of this Accepted Agreement of Purchase and Sale.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: John James Doe

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser: Jane Judy Doe

\_\_\_\_\_  
Date



# SCHEDULE "A" PURCHASE PRICE BREAKDOWN & DEPOSIT SCHEDULE

## PURCHASE PRICE BREAKDOWN

<b>Base Price:</b> Aria Elev M1	<b>\$761,900</b>
M Living Features	\$0
Spec Changes	\$6,270
Purchaser Changes	\$1,545
<b>Changes:</b>	<b>\$7,815</b>
<b>Base Price + Changes:</b>	<b>\$769,715</b>
Allowance: Launch Town Promo	-\$6,645
<b>PURCHASE PRICE:</b>	<b>\$763,070</b>

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## DEPOSIT SCHEDULE

Deposit No. 1 due with this agreement	\$5,000
Deposit No. 2 due when firm	\$17,827
Deposit No. 3 due Mar 15, 2023	\$17,827
Deposit No. 4 due Jun 15, 2023	\$17,827
Deposit No. 5 due Oct 13, 2023	\$17,827
Balance due on closing	\$686,762
<b>Purchase Price</b>	<b>\$763,070</b>

The Deposits are due upon the dates specified. If the Deposit payment is not made when due, interest will be charged at two percent above the prime interest rate being charged by the Bank of Montreal in Ontario at the time and the Vendor may terminate (at the Vendor's discretion) this Agreement of Purchase and Sale. Failure to make Deposit payments when due may result in a stoppage of construction which could delay the closing date herein. Any damages, losses incurred or inconvenience suffered by the Purchaser as a result of such delay will not be the responsibility of the Vendor.



## SCHEDULE "B" GENERAL TERMS AND PROVISIONS

**NOTE**

1. This document as prepared must not be altered without the Vendor's prior consent.
2. If there are any questions concerning wording/clauses or interpretation of this Agreement, please consult the Vendor's Solicitor.
3. Any amendment or alteration to this Agreement shall not be valid unless initialed by the parties hereto.

**CLOSING DATE**

1. The closing date shall be the date set out in the Tarion Statement of Critical Dates attached as part of Schedule "D"

**THE PURCHASER AGREES**

1. To pay such amounts as a further deposit on the times or dates specified in Schedule "A".
2. To pay the balance due on closing by certified cheque to the Vendor's Solicitor.
3. That it is the Purchasers obligation to provide from a third party financial institution (within 7 days of a firm deal or by an alternate date agreed to by the Vendor) written confirmation of financial information for the purpose of confirming that the Purchaser has sufficient resources on its own (and therefore does not require any mortgage financing) to complete this transaction on an all-cash basis to the Vendor on Closing; **or** a binding and unconditional mortgage commitment or loan agreement issued by a third party financial institution or other lender which is satisfactory to the Vendor in its sole and unchallenged discretion, and which evidences and confirms the Purchaser's approval for a mortgage loan in such amount or amounts as may be necessary to enable the Purchaser to complete this transaction on an all-cash basis to the Vendor on Closing.
4. That it is the Purchasers obligation to provide (within 7 days of a firm deal or by an alternate date agreed to by the Vendor) post dated cheques dated as per the deposit schedule and for the amounts specified in the deposit schedule.
5. If the weather conditions do not permit the completion of sodding and exterior work, the Purchaser shall close the transaction and pay the final amount of the balance due on closing on the undertaking of the Vendor to complete such work when the weather conditions permit. Notwithstanding the closing of this transaction, the Purchaser agrees that the Vendor or its Agent shall be entitled to enter upon the said lands to finish the grading operations when in the Vendor's sole opinion the weather permits.
6. The Purchaser shall prior to the closing date execute such agreements as may be required by any Utility Company or Commission for the continuation of such utility services supplied to the premises herein and the Vendor shall not be responsible for any loss that may occur as a result of a failure by the Purchaser to do so.

**THE PARTIES MUTUALLY UNDERSTAND, COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS**

1. The title to the lands and premises herein described is subject to the Subdivision Agreements made with the Local and Regional Municipalities, for rights, licenses, easements, restrictions and conditions imposed thereunder and the Vendor will not be required to remove any of them provided that such are complied with.
2. The Subdivider, their servants or agents may for a period required under the terms of the Subdivision Agreement, after the closing date, enter upon the lands at all reasonable hours to inspect, repair, grade and undertake modification to the surface drainage including installation of catch basins; the Purchaser shall not alter the grading of the lands in any way which will affect the surface drainage pattern.
3. The Subdivider's Agreement and other Restrictions registered on title regulate the development on this land, and the PURCHASER shall covenant not to make any alteration to the Lot grade or make any improvements to the land that has the effect of altering the Lot grade or drainage swales without first obtaining the written consent of the developer and the local municipality prior to commencing and undertaking such work; this covenant shall be binding upon the Purchaser's successors and assigns and shall expressly survive and not merge on the completion of this transaction.
4. Title to the lands and premises, may be further subject to whatever rights, easements or covenants that are required for telephone services, cable television, the supply of electricity, and gas and the Vendor will not be required to remove any of them, provided that such are complied with at closing.
5. The Vendor shall comply with the Construction Act, (hereinafter called "the Act"). If the Vendor is required to provide a Holdback of Monies under the Act, such monies shall be held by the Vendor's solicitor in an interest bearing account for sixty-one (61) days from the date of closing; if there are no valid liens claimed within that period for work or materials supplied to or on behalf of, or at the request of the Vendor, such Holdback monies with accrued interest shall be paid to the Vendor. It is expressly understood that such Holdbacks shall be made in compliance with the Act and for no other claims advanced against such monies. The amount of such Holdback shall be calculated as follows: The value of the lot as determined by the Vendor shall be subtracted from the purchase price and the balance so remaining shall be the amount for the purpose of calculating the Holdback. If there are any material or work deficiencies to be completed by the Vendor, the Purchaser expressly agrees that he shall not be entitled to Holdback any monies otherwise due, instead the Purchaser shall accept the Vendor's undertaking to complete the same within a reasonable time after closing.
6. The TARION Statement of Critical Dates, Addendum to Agreement of Purchase and Sale and Schedule to the Addendum to Agreement of Purchase and Sale being Schedule "D" form part of this Agreement of Purchase and Sale and in the event of any conflict between the provisions of this Agreement of Purchase and Sale and the provisions of Schedule "D" , the provisions of



Schedule "D" shall prevail.

- 7. This Agreement may be executed and/or delivered by any or all of the parties hereto by telefax, e-mail or any other electronic means (including in "pdf" format,) and may accordingly be signed electronically, in accordance with the provisions of the Electronic Commerce Act, 2000, S.O. 2000, as amended (including without limitation, through the DocuSign or Adobe Sign electronic signing platforms), and a photocopy, a telefaxed copy or a scanned and e-mailed copy of this executed document or agreement may be relied upon and/or enforced to the same extent as if it were an original executed version.
- 8. Change orders and addendums may be executed and/or delivered by any or all of the parties hereto by telefax, e-mail or any other electronic means (including in "pdf" format,) and may accordingly be signed electronically, in accordance with the provisions of the Electronic Commerce Act, 2000, S.O. 2000, as amended (including without limitation, through the DocuSign or Adobe Sign electronic signing platforms), and a photocopy, a telefaxed copy or a scanned and e-mailed copy of change orders and addendums may be relied upon and/or enforced to the same extent as if it were an original executed version. Change orders and addendums may be executed and delivered in several counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall be deemed to constitute one and the same document or agreement.

**TITLE**

- 1. Provided the title is free from all encumbrances EXCEPT as herein provided and FOR any easement, restrictions, covenants that run with the land, providing that such are complied with, the Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in possession of the Vendor.
- 2. The Purchaser is to be allowed Thirty (30) days prior to the Closing Date set herein to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor shall be unwilling or unable to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objects, be null and void and the deposit shall be returned by the Vendor with interest in accordance with the Tarion Addendum to Agreement of Purchase and Sale and the Vendor and the Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time the Purchaser shall conclusively be deemed to have accepted the title of the Vendor to the Real Property.

**PLANNING ACT**

- 1. This agreement shall be effective to create an interest in the property only if the Vendor complies with the subdivision control provisions of the Planning Act by completion and the Vendor covenants to proceed diligently at the Vendor's expense to obtain any necessary consent by completion.

**CLOSING**

- 1. This transaction shall be completed in accordance with the Tarion Addendum to the Agreement of Purchase and Sale on closing. Vacant possession of the property will be given unless otherwise provided herein.
- 2. Rentals, Mortgage Interest, Taxes, Utilities and Assessment Rates shall be apportioned and allowed to the date of closing.

**ADJUSTMENTS**

- 1. The Purchaser shall reimburse the Vendor on Closing for the cost of the installation of a water meter and the hydro secondary service installation fee applicable to the Property.
- 2. The Purchaser shall reimburse the Vendor on Closing for the full cost of enrolment fees applicable to the Unit under the Ontario New Home Warranties Plan Act and the Ontario New Home Construction Licensing Act.
- 3. In the event the Realty Tax Assessment for the lands herein are not available at the date of closing, such amounts shall be estimated by the Vendor and adjustments shall be made on such estimates and the parties shall undertake to re-adjust, with no interest, when the correct amount is ascertained.
- 4. The Purchaser shall take all steps necessary to assume all charges to Hydro, Gas, Water and any other services immediately on closing and the Vendor may recover any payments made by it on behalf of the Purchaser.
- 5. The Purchaser shall reimburse the Vendor on Closing for the cost of extra legal fees incurred for having to prepare and deliver an additional or revised closing package (eg. if the Purchaser fails to provide the name and address of the Purchaser's solicitor, or if the Purchaser changes lawyers mid-stream, or if the Purchaser makes late changes etc., after the final closing package has already been completed by the Vendor's solicitor).
- 6. The Purchaser shall reimburse the Vendor on Closing for the cost of any cheque returned NSF, or upon which a stop payment has been ordered, or which has not been honoured by the Purchaser's or the drawer's bank for any reason whatsoever.
- 7. The Purchaser: (i) acknowledges that the water heater is to be non-owned; (ii) is informed that the terms governing the lease/rental for the water heater will be provided by the Vendor prior to closing, and the purchaser may be required to execute a lease/rental document containing the terms prior to closing; and (iii) is advised that the terms of the lease/rental agreement will contain a buy-out option allowing the Purchaser to purchase the water tank if desired.
- 8. PURCHASERS WHO ARE NON-RESIDENTS OF CANADA ARE ADVISED THAT THEY WILL BE SUBJECT TO PAYING NON-RESIDENT SPECULATION TAX WHICH IS CURRENTLY 15% OF THE PURCHASE PRICE AND IS IN ADDITION TO THE PROVINCIAL LAND TRANSFER TAX. PURCHASERS WHO ARE NON-RESIDENTS ARE ADVISED TO SEEK LEGAL ADVICE REGARDING THE EFFECT OF THE NON-RESIDENT SPECULATION TAX PRIOR TO SIGNING THIS AGREEMENT OF PURCHASE AND SALE.

**EASEMENTS**

1. It is understood and agreed that notwithstanding closing, the Vendor, the Subdivider, or their servants may enter upon the property at all reasonable hours at any time prior to the complete acceptance of the subdivision by the Municipality, without such entry being deemed a trespass, to inspect, repair, grade and undertake modification to the installation of any services, and/or to effect any corrective measures required by the Municipality.
2. The Purchaser agrees to assume all easements for servicing of the subdivision and requested by the Municipality under the Development Agreement.

**OCCUPANCY**

1. There will be no occupancy of any house erected upon the land hereby conveyed or any part thereof until such time as sanitary sewers, storm sewers, water and hydro electric services have been installed and connected to such house and are ready for use, and until such time as the installation of a granular road has been completed from the front of such house to an existing road giving access to the subdivision.
2. The Purchaser acknowledges that he will not be permitted to occupy the dwelling until the Municipality consents to occupancy, if such consent is required.

**WARRANTY**

1. The Vendor represents and warrants that it is registered as a builder and that the dwelling is or will be enrolled with Tarion Warranty Corporation in accordance with the Ontario New Home Warranties Plan Act (the "ONHWPA").
2. The Vendor shall not be responsible for providing or undertaking any manufacturer's warranty or guarantee for machinery or equipment installed in the said dwelling house other than contemplated by the said warranty aforementioned.
3. It is expressly agreed and understood that there is no representation, warranty or guarantee, collateral agreement or condition precedent to, concurrent with, nor is there any liability, injury, warranty or guarantee on the part of the Vendor as to the presence or non presence of spores or indoor mold or fungi species of any kind or nature, which may be present at any time in the present or future, which may contain allergens and toxic metabolites including but limited to endotoxin, peptidoglycan, stachybotrys and any other hydrophilic molds or fungi however caused or located, in addition to those molds and fungi as stated herein. The Purchaser acknowledges that any claim for damages alleged to be suffered by the Purchaser in connection with any mold or fungi as referred to herein shall be strictly limited to the Tarion Warranty (if any) with regard to such claims.
4. The Tarion Warranty comes into effect on the date of possession.
5. Manufacturer's Warranties (if any) that are above and beyond the Tarion Warranty come into effect on the date of installation (for example, a three year manufacturer's warranty will expire three years after the item is installed).
6. Kitchen and bathroom countertop joints that have lifted or swelled, overhead garage door dents, and paint scratches or dents on exterior man doors will be the responsibility of the Purchaser if they are not identified before closing and listed on the PDI (pre-delivery inspection) form.
7. The Vendor will not warranty the garage door(s) or related equipment if a garage door opener has been installed by a company or individual other than one contracted by the Vendor.
8. Front porch cracks are not a warrantable item and will not be repaired unless they are wider than the minimum floor crack width specified in the Tarion Construction Performance Guidelines.

**EXTRAS**

1. In the event the Purchaser desires extras he shall make such request to the Vendor provided that it is understood that the Vendor shall not be obligated to accommodate the Purchaser's request for extras.
2. If extras are requested and approved these shall be acknowledged in writing by both the Vendor and Purchaser including details and price of such extras and this additional cost shall be paid to the Vendor or his Solicitor by certified cheque on closing.
3. The Vendor will charge premiums on extras that affect the scheduling of trades and the ordering of materials (the move in date may also be delayed).
4. All decisions are final. Deletions shall be credited back to the Purchaser at the original cost of the extra less 10% or \$50 which ever is the larger.
5. Change orders signed within 15 days of the closing shall incur an additional fee of \$200 for the lawyers and accounting staff to adjust the statement of adjustments.

**VARIATIONS**

1. The Vendor shall have the right to make minor deviations and variations from the plans and specifications for the model described herein, within reason, and without the consent of the purchaser.
2. The Vendor shall have the right to substitute other material for that provided for in the plans and specifications, provided that such material is a quality equal to or better than the materials in the specifications.
3. Changes to the plans become the property of the Vendor and may be repeated in the future.
4. Where brochures or sales materials and the specifications in the Agreement of Purchase and Sale differ, the specifications included in the Agreement of Purchase and Sale shall apply.

**HARMONIZED SALES TAX ("HST")**

**The parties hereby expressly agree to the following:**

1. The purchase price includes Harmonized Sales Tax for Ontario (the "HST") less the new housing rebate which shall be deemed and construed to mean or refer to the federal goods and services tax imposed under subsection 165 (1) of the Excise Tax Act (Canada) (ie. As it read March 25th, 2009, and correspondingly reflecting a 5% tax rate), less the applicable federal new housing rebate, together with the provincial portion of any harmonized sales tax or single sales tax exigible or applicable in Ontario, less the applicable provincial new housing rebate (with both of the aforementioned federal and provincial taxes being hereinafter collectively referred to as the Harmonized Sales Tax or the "HST").
2. Subject to the Purchaser's compliance with the provisions hereinafter set forth, the Vendor agrees to be solely responsible for the payment of the HST to the Canada Revenue Agency in connection with the completion of this purchase and sale transaction, net of the federal and provincial new housing rebates applicable or available with respect thereto.
3. The Purchaser shall take all steps (and shall execute all documents, if and when required or desired by the Vendor or the Vendor's solicitor) to:
  - a) qualify for the federal and provincial new housing rebate.
  - b) evidence and confirm to the Vendor and the Canada Revenue Agency that the Purchaser is entitled to both the federal and provincial new housing rebates; and
  - c) assign or transfer the benefit of the federal and provincial new housing rebates to the Vendor on or before the closing of this transaction.
4. The Purchaser hereby irrevocably assigns and transfers to and in favor of the Vendor all the Purchaser's rights, interests and entitlements to the Federal and Provincial new housing rebates and irrevocably authorizes Canada Revenue Agency (and any other applicable governmental authorities) to pay or credit the said rebates directly to the Vendor. The Purchaser hereby expressly warrants and represents that the Purchaser shall not claim either of the federal and provincial new housing rebates (or any portion thereof) for the Purchaser's own benefit or account.
5. In the event that the Purchaser fails to qualify for either or both of the federal and provincial new housing rebates [or if the Purchaser initially qualifies for same, but subsequently the Purchaser's entitlement thereto is challenged or questioned by the Vendor, acting reasonably, because of any attempt by the Purchaser to rent out (or advertise for rent) the dwelling unit to a third party, or because the Vendor reasonably believes that the Purchaser or a member of the Purchaser's immediate family has failed to personally occupy the dwelling unit as a primary place of residence forthwith following the completion of the interim occupancy or final closing of this transaction, whichever is the earlier], then the Purchaser shall be obliged to pay to the Vendor, on or subsequent to the closing of this transaction, in addition to the Purchase Price (and in addition to any other amounts payable under the terms of the Purchase Agreement), an amount equivalent to the federal and/or provincial new housing rebates that the Purchaser has failed to qualify for (or in respect of which the Purchaser's entitlement thereto is so challenged by the Vendor), and any failure to pay said amount to the Vendor on or before closing (ie. by way of a charge to the Purchaser in the statement of adjustments on final closing) shall be deemed and construed to constitute a fundamental breach of contract, thereby entitling the Vendor to refuse to complete this transaction, and to thereafter exercise all of the rights and/or remedies available to the Vendor under the Purchase Agreement (and at law or in equity) as a consequence thereof, including without limitation, the right to refuse to release the keys to the dwelling unit and to have all deposit monies theretofore paid by the Purchaser thereupon forfeited to the Vendor as its liquidated damages, and not as a penalty, without prejudice to any other rights and/or remedies available to the Vendor (at law or in equity) as a consequence of said breach or default by the Purchaser.

**PROPERTY TAXES/DEVELOPMENT CHARGES/OTHER GOVERNMENTAL CHARGES**

1. The Purchaser(s) acknowledge that the Vendor or one of its affiliated companies has or may have appealed the property tax assessment, development charges or other governmental charges for this property. The Purchaser acknowledges and directs the Municipality, Region or Province, that any such rebate/credits/refunds payable to the Vendor, shall be paid directly to the Vendor or one of its affiliated companies, and not to the Purchaser.
2. The Purchaser acknowledges that the Vendor may not be the registered owner of the lands which are subject to the within Agreement of Purchase and Sale and shall not require the Vendor to become the registered owner thereof, but shall be entitled on payment of the balance due on closing to obtain deeds from the registered owner.

**PERSONAL INFORMATION**

1. The Vendor will endeavor to protect the personal information and privacy of the Purchaser in accordance with applicable legislation.
2. The Vendor will at times share the Purchaser's name, phone number, address, email, and closing date with phone, cable, internet, alarm, mechanical equipment rental (hot water tank etc...), and other companies providing value added services to the Purchaser; with survey and other companies for the purposes of feedback and quality control; and with trades, suppliers, and other companies for the purposes of scheduling and providing information for orders, installations, and after sales service.
3. The Vendor will at times share the Purchaser's name, phone number, address, email, closing date, contract, change orders, and purchase price with lawyers involved in the purchase; with lending partners for the purposes of facilitating mortgage approvals; and with Tarion Warranty Corporation for the purposes of providing warranty coverage.
4. The Purchaser grants the Vendor and Avid Ratings and the domain of avidratings.com ("Avid") the right to use, display, copy, distribute, and make derivative works of any and all data provided to Avid by or on behalf of the Vendor (including any text, graphic, audio, video, or other content) in relation to the Avid Services, pursuant to the Avid Agreement with the Vendor,



including information of Vendor customers (the "Purchaser Data"). Avid may use Purchaser Data for any purpose, including, but not limited to, enabling Avid to offer and perform the Avid Services, promote and encourage participation in its surveys, provide to you, improve, and enhance any additional statistics, fulfill its obligations under the Avid Agreement, comply with any applicable laws, and for Avid's own sale or transfer of the Purchaser Data, in original, modified, or aggregated form, and whether combined or not combined with other data from other sources.

5. The Purchaser is hereby notified of legally enforceable consent to permit Avid and the domain of avidratings.com the ability to contact the Purchaser via telephone and through the use of prerecorded voice messages, autodialed calls, and/or text messages, at any time, related to promotions and the Vendor's customers relationship with Avid, in a manner that is consistent with federal and provincial law. The Purchaser further acknowledges that they may receive automated calls and text messages from Avid even if the Purchaser has canceled their account with the Vendor or terminated their relationship with the Vendor. Standard text message and data rates apply. Not all carriers covered. The Purchaser may reply STOP to the text message to stop getting text messages (the purchaser will be sent a confirmation message), or by contacting Avid at 1-800-851-5823 or email at support@avidratings.com. The Purchaser may reply HELP for help.
6. The Purchaser agrees to the release of the above noted information.

**ASSIGNMENTS**

1. The Purchaser covenants and agrees that it shall not assign any rights under this Agreement of Purchase and Sale without the express written consent of the Vendor. If the Purchaser wishes to assign its rights under this Agreement of Purchase and Sale any assignment shall be subject to compliance with the following conditions which the Purchaser acknowledges are reasonable::
  - a) No assignment shall be permitted less than thirty (30) days before the date set for completion of the Agreement of Purchase and Sale.
  - b) The proposed Assignee shall be required to execute an Assignment Agreement in a form and content satisfactory to the Vendor.
  - c) All deposits held by the Vendor shall be continued to be retained by the Vendor, provided that if the Purchaser and the Assignee agreed that the Purchaser's deposits are to be returned to the Purchaser, then the Assignee shall be required prior to the return of such deposits by the Vendor to the Purchaser, to provide the Vendor with a replacement of all deposits by way of delivery to the Vendor of a certified cheque or bank draft payable to the Vendor in the amount of the deposits then currently being held by the Vendor.
  - d) The proposed Assignee shall be required to provide proof that it has secured financing from a Canadian chartered bank, trust company or credit union in an amount sufficient to enable the Assignee to complete the Agreement of Purchase and Sale.
  - e) Notwithstanding the assignment of the Agreement of Purchase and Sale from the Purchaser to the Assignee, the Purchaser shall continue to remain liable for any breach of the Agreement of Purchase and Sale until such time as the Agreement of Purchase and Sale has been completed between the Vendor and the Assignee.
  - f) Under no circumstances will the Purchaser or any permitted Assignee be allowed to advertise for sale or lease the property (including on MLS) that is the subject of the Agreement of Purchase and Sale nor shall the Purchaser or any permitted Assignee be allowed to list the said property for lease or sale through any real estate broker. In the event that the Purchaser or any permitted Assignee breaches the provisions of this subparagraph 6 the Vendor shall be entitled to terminate the Agreement of Purchase and Sale on notice to the Purchaser or its lawyer and/or the Assignee or its lawyer. The Vendor shall be entitled to retain all deposit monies paid and in addition shall be entitled to pursue any further remedies available to it pursuant to the Agreement of Purchase and Sale or at law including without limiting the generality of the foregoing any and all damage sustained as a result of any losses suffered upon the resale of the subject property by the Vendor to a new purchaser.
  - g) In the event of a permitted assignment by the Purchaser to an Assignee, the Assignee shall not be entitled to seek any changes to the residence including alterations of the layout, changes with regard to any cabinetry, counter tops, colour selections, materials or any other matter unless the Vendor in its sole and unfettered discretion agrees to such changes and the Assignee agrees to pay such reasonable charges as the Vendor may require to accommodate such changes.
  - h) In the event that the Purchaser seeks to assign its rights under the Agreement of Purchase and Sale on the terms set forth above, the Purchaser shall be required to pay to the Vendor a fee in consideration of the Vendor's increased administrative and legal costs incurred in reviewing and approving the assignment.

**PURCHASER'S SELECTIONS**

1. The Purchaser may be allowed to make a selection for certain materials and colours in the construction of the dwelling on the terms expressed in Schedule B.

**COLOUR AND MATERIAL SELECTION**

1. The Vendor will arrange two colour consultations with one of its representatives for singles. There will be a two hour time limit for the exterior colour consultation. The brick, shingles, and exterior paint colours will be chosen, then one of several pre selected complimentary siding, metal trim, and garage door colour packages will be selected at the exterior colour consultation. There will be a four hour time limit for the interior colour consultation. The bathroom fixtures, interior paint, ceramic/vinyl flooring, wall tiles, broadloom, cabinets, countertops and other items as indicated will be selected at the interior colour consultation. Additional colour consultation time may be purchased for \$150 per hour.
2. The Vendor will arrange a single colour consultation with one of its representatives for semis and towns. There will be a four hour





time limit for the interior colour consultation. The bathroom fixtures, interior paint, ceramic/vinyl flooring, wall tiles, broadloom, cabinets, countertops and other items as indicated will be selected at the interior colour consultation. Additional colour consultation time may be purchased for \$150 per hour.

3. 24 hours notice must be provided for missed colour consultations. A \$250 cancellation charge shall apply to missed colour consultations where the required notice wasn't provided. The cancellation charge may be waived if the Purchaser forfeits the colour consultation and signs and accepts selections made by the Vendor on behalf of the Purchaser.
4. The Purchaser shall sign the colour chart and verify that each of their selections matches the description on the colour chart. The Purchaser will be responsible for errors where the description on the colour chart does not match their selection. Revisions to signed colour charts will incur additional costs to make the revisions.
5. Selections are subject to change without notice. The Purchaser may be required to change selections due to unforeseen discontinuations and supplier changes etc... without compensation.
6. The same color brick may not be selected on two homes on neighboring lots.
7. The colour shading and texture of materials may vary from the Vendor's samples due to different dye lots and production runs from the manufacturers. The Builder's samples may also change colour over time. Some tiles, cabinets, hardwood etc... are manufactured with colour and texture variations to enhance the look of the selection.
8. Cabinets shall accommodate a 30" wide stove, and a 36" wide by 71" tall fridge with maximum door rotation of approximately 90° when located next to a framed wall. Standard 15" tall upper cabinets over the stove will accommodate most hood fan/microwave combo units. Larger appliances will require the kitchen to be redesigned. The Purchaser must notify the Vendor if their appliances will be larger than the above dimensions and must present the dimensions in writing on a change order at the time of cabinet colour selections.
9. Final floor elevations may vary where different floor finishes (carpet/tile/wood) meet.

#### **TIMING OF COLOUR AND MATERIAL SELECTION**

1. For newly constructed units:
  - a) The Purchaser must choose the bathroom fixtures (including optional spa plumbing systems and hand held shower upgrades), the kitchen hood fan, interior stair material, exterior bricks, siding, shingles, aluminum trims, stone (where applicable), stucco (where applicable), pvc trims (where applicable), railings (where applicable), shutters (where applicable), vinyl decking (where applicable), and exterior window/door/overhead door sizes/styles/colours within twenty one (21) days of receiving notice to do so or the items will be selected by the Vendor. Bathroom fixtures will be white unless otherwise indicated by the Purchaser. Acrylic bathroom fixtures are ordered prior to framing.
  - b) The Purchaser must choose the ceramic/vinyl flooring, wall tiles, broadloom, cabinets, countertops and other items as indicated within fourteen (14) days of receiving notice to do so or the items will be selected by the Vendor.
  - c) The Purchaser must choose the telephone and cable television jack locations within fourteen (14) days of receiving notice to do so or the items will be located by the Vendor.
2. For units that are already beyond the roof plywood stage:
  - a) Bathroom fixtures will be white. Acrylic tub/shower changes/upgrades will not be possible. The hood fan vent will be 6" in diameter and at a height to accommodate standard upper cabinets. Changing the location of the vent or increasing it's size is possible at additional cost.
  - b) The Purchaser must choose the ceramic/vinyl flooring, stair material (if not installed already), wall tiles, broadloom, cabinets, countertops and other items as indicated within ten (10) days of receiving notice to do so or the items will be selected by the Vendor. For quick closings, the selections must be made on a "week day" within five (5) days of acceptance of the Agreement of Purchase & Sale.
  - c) The Purchaser must choose the telephone and cable television jack locations (if not installed already), and arrange an electrical walkthrough (if available and not installed already) within ten (10) days of receiving notice to do so or the items will be located by the Vendor. For quick closings, the locations must be determined on a "week day" within five (5) days of acceptance of the Agreement of Purchase & Sale.
3. Where items will be selected by the Vendor, the Vendor may exercise all of the Purchaser's rights to specify the item styles and colours and such selections by the Vendor shall be binding on the Purchaser.
4. Where items will be located by the Vendor, the Vendor may exercise all of the Purchaser's rights to specify the item locations and such selections by the Vendor shall be binding on the Purchaser.
5. Where items will be selected or located by the Vendor because the required timelines have not been met, the Purchaser may request a closing date extension to allow more time for the purchaser to make the selections if agreed to by the Vendor.
6. The Purchaser shall sign colour charts and change orders within seven (7) days of their Draft Studio and Design House appointments. The Purchaser shall sign additional colour charts and change orders within three (3) days of receipt. The Purchaser shall provide a revised Mortgage Commitment Letter (MCL) and threshold deposit within fourteen (14) days of exceeding a deposit threshold. It is the Purchaser's responsibility to provide a revised MCL and threshold deposit when required.

#### **GENERAL CONSTRUCTION MATTERS**

1. No verbal requests and/or changes will be accepted.
2. The home will be finished in a good and workmanlike manner in accordance with the plans and specifications contained in this agreement, and as amended by the terms of this agreement.



3. The Purchaser must receive permission in writing before altering in any way the house prior to closing. Changes agreed to by a Purchaser and a subtrade that do not form part of this agreement with the Vendor (ie... paying an electrician to install pot lights) will be considered an unauthorized change. Unauthorized changes are not warranted by the Vendor or Tarion Warranty Corporation. Unauthorized changes may be reinstated by the Vendor to their original form without notifying the Purchaser. Alterations made by the Purchaser to specific systems (electrical, mechanical, plumbing, etc.) will void any warranty on those systems. Theft or damage to items left in the house by the Purchaser that do not form part of the agreement with the Vendor are the Purchaser's responsibility.
4. The Purchaser shall not be entitled to erect any other building or structure (including fences, pools and sheds) on this lot, with or without foundations, prior to closing.
5. Boxing of beams and ducts will be done as may be required. Boxing of beams and ducts, electrical outlet locations, light box locations, light switch locations, and supply & return air vent locations may vary for two houses of the same plan. Removing main floor walls in two story plans will increase the amount of vertical boxing on the main floor.

**SAFETY**

1. The Purchaser agrees to abide by the Provincial Occupational Health and Safety Act, the Provincial Regulations for Construction Projects, the Vendor's Occupational Health and Safety Policy, the Vendor's Safe Work Practices, and the Vendor's Emergency Response Plans when entering a construction site. Copies of these documents are available for review on all sites at the safety station.
2. The Purchaser understands and acknowledges that an appointment with a sales person, a site superintendent, a design house staff person, or Vendor employee or subcontractor is required for any site visit.
3. Attending the site unescorted, unannounced, or after hours is not permitted.

DRAFT



## SCHEDULE "C"

### UNIT SPECIFICATIONS

#### LOT & LANDSCAPING

1. Grading and sodding of the lot and boulevard (does not include protected areas and natural areas beyond a tree line) weather permitting. Side yards that are 5' or less in width from the house to the property line will have stone on filter cloth installed from the front corner of the house to the rear corner of the house instead of sod. Purchasers are responsible to water the sod when it is placed after closing. Sprinkler systems and fences may not be installed by the Purchaser until after the lot is sodded. The Vendor will not be responsible for swales that do not flow due to fences that were installed by Purchasers in the swale. Purchasers are responsible for the maintenance of minor settlements in yards, swales, and boulevards.
2. Lot grading that does not exceed a 3 to 1 slope throughout the yard including at full walkouts, at deep swales, at side sloped rear yards, and abutting a ravine. Retaining walls made of wood, stone, concrete, etc... are not included.
3. Precast walkway from the driveway to the front entrance and a single 4 slab x 4 slab precast patio at the rear door. The number of risers to doors/porches will vary with the grades. If required, a handrail will be added to the rear stairs and may stop in front of a fixed door panel at multi panel doors.
4. A dropped back construction premium will apply when the rear yard drop exceeds 4" and a deck will be installed as per the specifications in the premium. If a dropped back construction premium is not charged, and a deck is required, the deck will be the purchaser's responsibility. A 10' wide x 8' deep wood deck will be installed if the house is a raised bungalow or raised two story. Deck stairs will run straight out, not along the deck. The number of risers to decks will vary with the grades.
5. Driveway, from road curb to garage, with 10" stone base and 2" base coat asphalt surface to be installed within 12 months of closing, weather permitting. Final coat asphalt is the responsibility of the Purchaser. If the purchaser takes a credit to do the driveway a damage deposit will be required (only Purchasers who have paid a damage deposit will receive a driveway credit). Damaged water shut offs, curbs, and sidewalks will become the purchaser's responsibility. The purchaser must inspect and test the water shut off before placing the driveway. The Vendor will not repair damage to a purchaser's driveway that results from repairs being done to excavate a damaged water shut off unless required to do so by the municipality in which case an asphalt patch in the affected area will be used. One in three purchasers will damage the water shut off when doing their own driveway.
6. Certified survey plan provided to the Purchaser's solicitor on the date of closing.

#### EXTERIOR

1. Fiberglass or PVC front porch columns with profile as per renderings if under 12' tall. Wood front porch columns if over 12' tall. Pre finished aluminum exterior porch railings (available in three standard colours) where indicated on renderings. Pre finished exterior shutters where indicated on renderings.
2. Brick veneer from Vendor's samples as per renderings for front of house. One story brick veneer, with the remainder to be siding for back and sides of house unless the house is a raised bungalow (brick skirt on back and sides) or the rendering states in writing there is a brick skirt on back and sides of house. Window sills in brick and stone will be 32" precast pieces. Door sills in brick and stone will be solid stone.
3. Stone veneer and stucco from Vendor's samples as per renderings for front of house. Stucco to have DuRock Pebble Rock finish or equivalent.
4. Horizontal vinyl siding, vertical board and batten vinyl siding, and shake & scallop vinyl siding from Vendor's samples as per renderings for front of house. Horizontal vinyl siding for back and sides of house.
5. Street number set into the masonry at the front of the house where the front elevation main floor finish above the overhead garage door is masonry. Street number on a plaque where the front elevation main floor finish above the overhead garage door is siding or stucco.
6. Pre-finished maintenance free aluminum soffit and fascia, eavestrough & downspouts from Vendor's samples.
7. GAF Timberline HD roof shingles from Vendor's samples.

#### DOORS & WINDOWS

1. Steel sectional non insulated garage doors. Perimeter trim and garage door glass trim (where indicated on renderings) will be white for painted doors, and will match the colour of prefinished doors. If the garage doors are upgraded to insulated garage doors, or are upgraded to garage doors with vinyl overlays, paints with a light reflectance value less than 38 (dark colours) may not be selected so as to prevent warping. Upgraded "Carriage House" garage doors with pressed metal detailing where indicated on renderings.
2. Fibreglass dent resistant front entrance doors. Fibreglass dent resistant solid entrance doors from the garage to the house if grade permits. Solid entrance doors from the garage to the exterior not included unless specified otherwise on some townhouse models. Exterior door glass trims (where indicated on renderings) will be painted to match exterior door colour.
3. Weiser Tavaris grip set with Weiser Halifax lever handle inside at exterior front door (finish to match that of interior door hardware). A second grip set with lever handle inside is included at an exterior rear entrance to rear laneway townhouses (garage entrances not included).
4. Double-glazed and screened windows & sliding patio doors with white vinyl frames and sashes include low e glass with argon gas.
5. Elliptical top windows indicated on plans and renderings will be built as extended segmental windows.
6. Smooth two panel interior doors (two panel exterior doors), interior and exterior satin nickel Safelock Daylon lever handles.

#### PLUMBING



1. 48" acrylic in wall showers with seat (with closed top and a pot light), acrylic one piece tub-shower combo units (with closed top and no light), or acrylic neo angle/rounded corner showers (with open top and no light) from Builder's samples where indicated on renderings. All showers include pressure balancing valves. One shower will include a rain forest shower head.
2. An acrylic tub with 16"-20" ceramic back splash in washrooms where both a tub and shower stall are present in the same room. The interior shape of acrylic tubs may be square or oval depending on the model, size, and manufacturer and may not match the interior shape shown on the renderings and construction drawings. An upgraded freestanding acrylic tub without back splash may be included where indicated as such on the renderings.
3. Dishwasher rough-in which includes electrical line from hydro panel to dishwasher location (end capped in an electrical box), "T" on sink drain and valve on hot water line. Purchaser to install dishwasher, supply electrical wire & connect it in the electrical box, supply discharge hose & connect it to the "T" on the sink drain, supply water line & connect it to the valve on the hot water line. Kitchen cabinets will have an open space with counter top above for the dishwasher. A 1 1/2" diameter hole for the lines will be provided at the top and bottom corners of the cabinet next to the dishwasher. Max 120 degree Fahrenheit water will be supplied to the dishwasher rough-in. Some dishwashers may require hotter water to function properly.
4. Washer-less taps throughout. Double stainless steel sink in kitchen with single lever controlled faucet with pullout spout. Vitreous china vanity sinks. Hot and cold water shut off valves under all kitchen, washroom, and laundry room sinks (if in a cabinet).
5. Free standing plastic laundry tub in laundry area. Where main floor laundry area does not fit a tub, one will be installed in the basement (does not apply to three story plans). Washer will be placed on the left of the dryer to accommodate front loaders. If there is a laundry tub between the washer and dryer, the washer will be placed to the left of the tub. If there is a laundry tub to the left of the washer and dryer, the laundry tub will remain to the left of the washer and dryer when a reverse plan is built. If the laundry tub must be installed on the right of the washer and dryer to allow an entrance door to swing into the room, a wall plate for hot & cold water taps and drain will be installed above the washer.
6. Washing machine wall plate for hot & cold water taps and drain when washing machine backs on to a finished wall and there isn't a freestanding laundry tub or laundry tub cabinet on the same finished wall installed 48" from floor to bottom of wall plate.
7. Laundry rooms on the second floor will include perimeter wall insulation for sound and a floor drain. The floor drain will be flush with the tiles. The tiles will not be sloped to the drain. A curb will not be installed.
8. Two exterior hose faucets with inside shut off, one of which is located in the garage on an interior heated wall.
9. Drain water heat recovery system servicing two showers (connected to the same stack where possible) or one shower if there is only one shower in the house (does not apply to spec units).

#### HEATING

1. High efficiency gas fired rental hot water tank & high efficiency gas fired forced-air heating system in singles, semis, and townhouses over 30' wide.
2. High efficiency gas fired rental on demand hot water system & an air handler in townhouses under 30' wide.
3. Vented hood fan to outside in kitchen (Free standing hood fan upgrades require a larger vent size and revised vent location. Such upgrades must be decided prior to framing with shop drawings supplied).
4. Vent for dryer to outside in laundry area (may not line up with outlet on dryer) connected by purchaser. Includes finishing plate at dryer vent when dryer backs on to a finished wall.
5. Humidity controlled ventilation system.

#### ELECTRICAL

1. Electrical outlets for future garage door openers will be located at the ends of the tracks.
2. 100 amp electrical service with breaker panel. 200 amp electrical service if the house is over 2500 sqft before modification (finished basement areas are not included in the calculation of this area). The breaker panel will be on the same side of the house as the hydro meter. The hydro meter will be on the same side of the house as the Hydro service unless specified otherwise by the local hydro utility.
3. Receptacle for electric range and dryer.
4. Front door chime.
5. Soffit outlet (for exterior decorative lighting) and switch – located by electrician.
6. Central vacuum system rough-in to basement. All pipe drops individually located in basement ceiling.
7. Decora light switches and receptacles (white only).
8. Three telephone jacks (prewired and plated) and three cable television jacks (prewired and plated).
9. Electrical walkthrough to review location of electrical boxes if requested.
10. Audio/video/data walkthrough if requested.
11. Ceiling mounted light boxes in all bedrooms, walk-in closets, foyers, kitchens, dinettes, dining rooms, long hallways, laundry rooms, and enclosed showers. Wall mounted light boxes over the mirror in washrooms, at exterior garage doors, man doors & patio doors, and over the kitchen sink if there is a valance. Wall mounted light boxes for sconces where headroom doesn't allow for ceiling mounted light boxes. Kitchen ceiling boxes are not located for hanging fixtures and are placed irrespective of the location of cabinets, islands, peninsulas, etc... Living/Family/Great Rooms do not get a light box. A pot-light is included over corner kitchen sinks without a valance, and all other pot-lights are extra and are supplied by the builder. Boxes, switches and outlets are not indicated on plans and renderings. They are located by the electrician.

#### LIGHT FIXTURES

1. Lighting fixtures as per one of the following two options:
  - a) Standard package selected and installed by the Builder. No credits allowed. Includes finished basement areas. No credits for



individual fixtures will be given. Dining room light box will be capped.

b) Lighting credit for fixtures supplied by Purchaser. (Includes HST) Includes ext. fixtures, fluorescent lights over the kitchen sink, fluorescent lights above or below cabinets, and tiled shower marine lights. All areas get keyless fixtures. Additional light boxes and switches are extra. Additional switches for fan lights are extra. Supply and installation of fixtures is the responsibility of the Purchaser. Purchasers may arrange with the builder's electrician to install the fixtures at additional cost to the Purchaser (fixtures must be CSA approved and any theft or damage to fixtures will be the purchaser's responsibility), or wait until after the house closes to install them themselves. Finished basement areas are added to the area used to calculate the credit.

### FINISHES

1. Drywall on studded garage walls with rough coat finish and one coat paint.
2. Mirrors in all bathrooms.
3. Patching of shrinkage related items with drywall compound after the first winter.
4. Orange peel ceilings in all areas except 24" deep closets. 24" deep closet ceilings to be smooth finished and painted with two coats of paint.
5. Two coats of paint on all interior walls, maximum one colour chosen from Builder's selection of six pastel colours. Two coats of semi-gloss paint on all interior doors and trim, standard colour chosen by Builder. Two coats of semi-gloss paint on all exterior doors and trim, maximum two colours. One coat of polyurethane sealer and one coat of clear Satin (Gloss Level 20) polyurethane finish on railings. Paint colour upgrades are not allowed without upgrading to a three coat paint system. It is recommended that rooms not be painted their final colour until after one season of drying and shrinkage has occurred.
6. 2 3/4" contemporary casing and 4" contemporary baseboard.
7. Stained oak railings, stained oak spindles, and 3"x3" square oak newel posts. Hand rails will terminate with an oak rosette at walls.
8. Choice of quality flat panel oak, maple, or white thermafoil cabinet doors (Styles and stains available will vary from site to site) from Builder's samples. Laminate cabinet counter tops with integrated 3" back splash (Colours available will vary from site to site) from Builder's samples. Upper angled inside corner cabinets where indicated on renderings. Stop & Drop where indicated on renderings (to match kitchen cabinets unless specified otherwise). Vanity and island cabinet sizes (with fillers) where indicated on renderings shall be accurate to within +/- 3".
9. Upper cabinets may be raised when optional valance trim is added to allow 18" clearance above cabinet counter tops as required by code.
10. Standard 40 oz. carpeting (provides good crush resistance, may shed for up to 90 days) with 9mm 5.5lb under pad, or alternative berber carpeting with pad, or alternative cut & loop carpeting with pad. Maximum two colours.
11. Standard 12x12 or 13x13 ceramic flooring from Builder's samples laid at a 90 degree angle in the kitchen, foyer, main floor laundry, all washrooms, and the dinette if indicated on the renderings. Standard 12x12 or 13x13 ceramic skirt, deck, and surround from Builder's samples laid at a 90 degree angle where there is a soaker tub. Standard 8x10 ceramic wall tile and 2x2 ceramic floor tile from Builder's samples where there is a tile shower. Alabaster grout colour to complement floor and wall tiles. Titanium metal trim where ceramic flooring meets carpet.

### STRUCTURE

1. Standard insulation package (Walls R-22, Ceilings R-60, Does not apply to spec units).
2. Sanding, re-nailing & screw fastening of sub-floor joints prior to installation of flooring.
3. Poured concrete foundation walls with protective drainage layer.
4. 2x10 floor joists, 2x6 exterior walls, and 3/8" spruce plywood roof sheathing.
5. Wood framed interior party walls in multi unit buildings with insulation and fire rated drywall to achieve an STC (sound transmission class) rating of 60 and a fire resistance rating of 1 hour (as per code).
6. Barrel arches and coffered ceilings as per renderings.
7. Permanent roof anchors for safety.

**HOME AUTOMATION AND SECURITY SYSTEM**

1. Alarm with 6 months of monitoring & online subscription  
QOLSYS IQ Control Panel with colour touch screen display & GSM cellular radio (does not require phone/internet lines). May be controlled remotely using the Alarm.com web site or Alarm.com mobile app (6 month free monitoring, 6 month Alarm.com subscription, and Alarm.com activation fee included).
2. Three wireless contacts  
QOLSYS IQ wireless contacts at the front door, door to garage, and back door.
3. Two wireless motion detectors  
QOLSYS IQ passive infrared motion detectors at the front and back of the main floor.
4. Wireless thermostat  
Alarm.com Z Wave wireless programmable thermostat. May be controlled by the Control Panel or remotely using the Alarm.com web site or Alarm.com mobile app. Thermostat can be automated to set temperatures by the hour for any given day and to automatically adjust inside temperatures during extreme outside temperatures. Alerts can be sent when temperature settings are changed or house temperatures exceed set thresholds. Thermostat status can be checked. Thermostat to be supplied by alarm company & installed by heating contractor.
5. Wired IP video camera  
Alarm.com night vision IP video camera with two way voice communication in the main living area may be viewed at the Control Panel or remotely using the Alarm.com web site or Alarm.com mobile app (Pro Video add-on with 50MB storage included in 6 month Alarm.com subscription). Camera can be automated to record when triggered by alarm/motion events. Alerts can be sent when recording. Includes power/ethernet lines to hydro panel. Communicates with Alarm.com using an internet connection which will be set up at the training session.
6. Wireless keypad door lock  
Z Wave compatible Kwikset Smartcode keypad lock with Home Connect in finish to match interior hardware (satin nickel/oil rubbed bronze) at front door (moved to rear door at rear laneway townhouses). May be locked and unlocked by the Control Panel or remotely using the Alarm.com web site or Alarm.com mobile app. Lock can be automated to lock/unlock when triggered by alarm events. Alerts can be sent when the lock is locked/unlocked. Lock status can be checked. Door lock supplied and installed by alarm company.
7. Three wireless light switches  
Z Wave compatible light switches for the front exterior light, front exterior decorative light outlet, and the dinette light. May be turned off and on by the Control Panel or remotely using the Alarm.com web site or Alarm.com mobile app. Light switches can be automated to turn on/off according to a preset schedule or when triggered by alarm/sensor events. Light switches to be supplied by alarm company and installed by electrician. Dimmer switches not available.
8. Training and activation  
The purchaser can contact the security company to arrange a meeting for training and activation of the system after closing. One training session is included. At the training session a contract will be signed for the 6 months of free monitoring with monthly charges starting in the 7th month unless cancelled 30 days prior. An insurance certificate will be provided. An Alarm.com user name and password will be provided.

**THE PURCHASER ACKNOWLEDGES THAT THE FOLLOWING ARE NOT INCLUDED**

1. Shower doors are not included unless specified otherwise.
2. Oak railing curved easements are not included unless specified otherwise. Joints at handrail transitions will be mitered connections.
3. Trim material at interior arches is not included unless specified otherwise.
4. Basement 3pc washroom plumbing rough-ins are not included unless specified otherwise.
5. Parging of the foundation and porch perimeter is not included unless specified otherwise. The foundation walls will be exposed (The front foundation wall may be parged at the Vendor's discretion at no cost to the purchaser but will not be a warrantable item).
6. Decks at rear and side doors are not included unless specified otherwise.
7. Landscape plantings are not included unless specified otherwise.
8. Landscape plantings, trees, fences, decorative stone landscape features, and accent bricks indicated on renderings are not included unless specified otherwise. Walkway size and location, coach lamp style and location, and front door hardware style may vary from that indicated on renderings.
9. Upgrades shown on construction drawings are not included unless specified otherwise. Standard railing/spindle styles/locations, interior/exterior door profiles/hardware, cabinet door styles/locations/sizes/hardware, and trim/baseboard profiles/sizes may vary from those shown on construction drawings.
10. Shrinkage related painting after the PDI is not included and is the purchaser's responsibility. The Vendor will NOT touch up the paint after patching shrinkage related items. Darker colours are more difficult for purchasers to touch up at their expense after natural shrinkage has taken place.
11. Driveway dip and settlement repairs are not included and are the purchaser's responsibility. In the event that the Vendor at its discretion agrees to complete a dip or settlement repair, a patch in the affected area will be used once after the first winter.
12. Painting of steel lintels above doors and windows in brick and stone veneer is not included.
13. Finish sanding and priming of garage walls is not included. Painting of basement stairs and walls beyond the basement door is not included.
14. 9ft main floor ceilings are not included unless specified otherwise, or unless indicated on the main floor layout of the renderings.
15. Toilet paper holders and towel bars are not included.
16. Air conditioners are not included unless specified otherwise.
17. Adjustments to Purchase Price or Balance Due on Closing as listed in Part I and Part II of the Tarion Schedule B Adjustments to Purchase Price or Balance Due on Closing. The dollar value of Part I items will be as listed in Part I of Tarion Schedule B. The dollar value of Part II items will be as described in Part II of Tarion Schedule B.



# SCHEDULE "D" FREEHOLD FORM (TENTATIVE CLOSING DATE)

**Statement of Critical Dates** Property West Creek Court  
Delayed Closing Warranty Welland

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

**NOTE TO HOME BUYERS: Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website [www.hcraontario.ca](http://www.hcraontario.ca) to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion's website: [www.tarion.com](http://www.tarion.com) for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.**

**VENDOR** Mountainview Homes Niagara Ltd.  
Full Name(s)  
**PURCHASER** John James Doe & Jane Judy Doe  
Full Name(s)

### 1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 20th day of Feb, 2024.

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: the 19th day of Jun, 2024.

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the 17th day of Oct, 2024.

*If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Closing Date.*

The Vendor can set a **Delayed Closing Date** that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date. This **Outside Closing Date** could be as late as: the 19th day of Jun, 2025.

### 2. Notice Period for a Delay of Closing

Changing a Closing date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date in accordance with section 1 of the Addendum but no later than the Outside Closing Date.

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the 22nd day of Nov, 2023.  
(i.e., at least 90 days before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than: the 21st day of Mar, 2024.  
(i.e., at least 90 days before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

### 3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period, unless extended by mutual agreement, will end on: the 21st day of Jul, 2025.

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

*Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).*

Acknowledged this \_\_\_ day of \_\_\_\_\_, 20\_\_.

VENDOR: \_\_\_\_\_

PURCHASER: \_\_\_\_\_





### Addendum to Agreement of Purchase and Sale Delayed Closing Warranty

This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home purchase is in substance a purchase of freehold land and residential dwelling. This Addendum contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "ONHWP Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.**

Tarion recommends that Purchasers register on Tarion's MyHome on-line portal and visit Tarion's website – tarion.com, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

**VENDOR** Mountainview Homes Niagara Ltd.

Full Name(s) 26105 9-3350 Merrittville Hwy

HCRA Licence Number (905) 688-3100 Address

Phone (905) 688-5524 Thorold Ontario L2V 4Y6

Fax \_\_\_\_\_ City Province Postal Code

\_\_\_\_\_ homes@mountainview.com

\_\_\_\_\_ Email\*

**PURCHASER** John James Doe & Jane Judy Doe

Full Name(s) \_\_\_\_\_

Address 1 MyHome Blvd Welland ON A1A 1A1

Phone (123) 123-1234 City Province Postal Code

Fax \_\_\_\_\_ john doe@gmail.com

\_\_\_\_\_ Email\*

**PROPERTY DESCRIPTION**

West Creek Court

Municipal Address Welland Ontario

City Province Postal Code

Short Legal Description Lot No. 3C on Plan No. TBD

Number of Homes in the Freehold Project 24 (if applicable – see Schedule A)

#### INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision.  Yes  No  
 If yes, the plan of subdivision is registered.  Yes  No  
 If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.  Yes  No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
  - (i) water capacity; and (ii) sewage capacity to service the Property.  Yes  No

If yes, the nature of the confirmation is as follows: \_\_\_\_\_

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: \_\_\_\_\_

Servicing allocation for this subdivision will not be assigned until the plan is registered.

- (c) A building permit has been issued for the Property.  Yes  No
- (d) Commencement of Construction:  has occurred; or  is expected to occur by the 27th day of Mar, 2023

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

\*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.



## SETTING AND CHANGING CRITICAL DATES

### 1. Setting Tentative Closing Dates and the Firm Closing Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
- (b) **First Tentative Closing Date:** The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to the Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Closing Date:** The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date.
- (d) **Firm Closing Date:** The Vendor shall set a Firm Closing Date, which can be no later than 120 days after the Second Tentative Closing Date or, if a Second Tentative Closing Date is not set, no later than 120 days after the First Tentative Closing Date. If the Vendor elects not to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date. If the Vendor elects to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the Second Tentative Closing Date, or else the Second Tentative Closing Date shall for all purposes be the Firm Closing Date.
- (e) **Notice:** Any notice given by the Vendor under paragraphs (c) and (d) above, must set out the stipulated Critical Date, as applicable.

### 2. Changing the Firm Closing Date – Three Ways

- (a) The Firm Closing Date, once set or deemed to be set in accordance with section 1, can be changed only:
  - (i) by the Vendor setting a Delayed Closing Date in accordance with section 3;
  - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
  - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Closing Date is set in accordance with section 4 or 5, then the new date is the "Firm Closing Date" for all purposes in this Addendum.

### 3. Changing the Firm Closing Date – By Setting a Delayed Closing Date

- (a) If the Vendor cannot Close on the Firm Closing Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 7.
- (b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date but not later than the Outside Closing Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event at least 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 7(c). If notice of a new Delayed Closing Date is not given by the Vendor before the Firm Closing Date, then the new Delayed Closing Date shall be deemed to be the date which is 90 days after the Firm Closing Date.
- (d) After the Delayed Closing Date is set, if the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Closing Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

### 4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser.
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
  - (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
  - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
  - (iii) the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and



- (iv) if the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:
  - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 7;
  - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
  - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

If the Purchaser for his or her own purposes requests a change of the Firm Closing Date or the Delayed Closing Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Closing Date or Delayed Closing Date, as the case may be. Delayed closing compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

**5. Extending Dates – Due to Unavoidable Delay**

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 7 is payable from the existing Firm Closing Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

**EARLY TERMINATION CONDITIONS**

**6. Early Termination Conditions**

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement.  Yes  No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":



**Condition #1 (if applicable)**

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: \_\_\_\_\_

The date by which Condition #1 is to be satisfied is the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Condition #2 (if applicable)**

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: \_\_\_\_\_

The date by which Condition #2 is to be satisfied is the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (l) below.

*Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.*

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
  - (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
  - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
  - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
  - (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
  - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
  - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.



**MAKING A COMPENSATION CLAIM**

**7. Delayed Closing Compensation**

- (a) The Vendor warrants to the Purchaser that, if Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the date of Closing; or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 3(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.
- (e) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Closing or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed closing compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
  - (i) includes the Vendor's assessment of the delayed closing compensation payable;
  - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
  - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delay compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.

**8. Adjustments to Purchase Price**

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

**MISCELLANEOUS**

**9. Ontario Building Code – Conditions of Closing**

- (a) On or before Closing, the Vendor shall deliver to the Purchaser:
  - (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
  - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and occupancy is permitted under the Building Code.
- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):



- (i) the Purchaser shall not be entitled to delayed closing compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
  - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
  - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 3, and delayed closing compensation shall be payable in accordance with section 7. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) above is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

**10. Termination of the Purchase Agreement**

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred by the Outside Closing Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period then the Purchase Agreement shall continue to be binding on both parties and the Delayed Closing Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Closing Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in Closing alone.

**11. Refund of Monies Paid on Termination**

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of Canada Payments Association, as of the date of termination of the Purchase Agreement.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

**12. Definitions**

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor, and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means the completion of the sale of the home including transfer of title to the home to the Purchaser, and "Close" has a corresponding meaning.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.



“Critical Dates” means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser’s Termination Period.

“Delayed Closing Date” means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.

“Early Termination Conditions” means the types of conditions listed in Schedule A.

“Firm Closing Date” means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.

“First Tentative Closing Date” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to close, as set out in the Statement of Critical Dates.

“Outside Closing Date” means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4.

“Property” or “home” means the home including lands being acquired by the Purchaser from the Vendor.

“Purchaser’s Termination Period” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

“Second Tentative Closing Date” has the meaning given to it in paragraph 1(c).

“Statement of Critical Dates” means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

“The ONHWP Act” means the Ontario New Home Warranties Plan Act including regulations, as amended from time to time.

“Unavoidable Delay” means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

“Unavoidable Delay Period” means the number of days between the Purchaser’s receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

**13. Addendum Prevails**

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

**14. Time Periods, and How Notice Must Be Sent**

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.



**15. Disputes Regarding Termination**

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit [www.tarion.com](http://www.tarion.com)

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**SCHEDULE A**

**Types of Permitted Early Termination Conditions**

**1. The Vendor of a home is permitted to make the Purchase Agreement conditional as follows:**

- (a) upon receipt of Approval from an Approving Authority for:
  - (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
  - (ii) a consent to creation of a lot(s) or part-lot(s);
  - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
  - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
  - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
  - (vi) allocation of domestic water or storm or sanitary sewage capacity;
  - (vii) easements or similar rights serving the property or surrounding area;
  - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
  - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

- (b) upon:
  - (i) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
  - (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged by a specified date;
  - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
  - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

- (c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):
  - (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
  - (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
  - (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
  - (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

**2. The following definitions apply in this Schedule:**

**"Approval"** means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreements) to allow lawful access to and use and Closing of the property for its intended residential purpose.

**"Approving Authority"** means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

**"Freehold Project"** means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

**3. Each condition must:**

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

**4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:**

- (a) receipt of a building permit;
- (b) receipt of an Closing permit; and/or
- (c) completion of the home.

**SCHEDULE B****Adjustments to Purchase Price or Balance Due on Closing****PART I Stipulated Amounts/Adjustments**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

1. \$1,100 + HST as reimbursement to the Vendor for the Hydro Underground Secondary Service fee pursuant to section 1 of "Adjustments" in Schedule "B" to the Purchase Agreement.
2. \$500 + HST as reimbursement to the Vendor for the Water Meter fee pursuant to section 1 of "Adjustments" in Schedule "B" to the Purchase Agreement.
3. \$750 + HST as reimbursement to the Vendor for the extra legal fees incurred for having to prepare and deliver an additional or revised closing package (eg. if the Purchaser fails to provide the name and address of the Purchaser's solicitor, or if the Purchaser changes lawyers mid-stream, or if the Purchaser makes late changes etc., after the final closing package has already been completed by the Vendor's solicitor), pursuant to section 5 of "Adjustments" in Schedule "B" to the Purchase Agreement.
4. \$145 + HST with respect to any cheque returned NSF, or upon which a stop payment has been ordered, or which has not been honoured by the Purchaser's or the drawer's bank for any reason whatsoever, pursuant to section 6 of "Adjustments" in Schedule "B" to the Purchase Agreement.
5. \$20,000.00 + HST representing the amount reflecting the cost to the Purchaser in the event that the Vendor consents to the sale or lease of the Real Property, or to an assignment of the Purchaser's interest under the Purchase Agreement, pursuant to section 1 h) of "Assignments" in Schedule "B" to the Purchase Agreement.



**PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

1. Taron Warranty Program enrolment fee to the Vendor pursuant to section 2 of "Adjustments" in Schedule "B" to the Purchase Agreement.
2. Home Construction Regulatory Authority (HCRA) regulatory oversight fee to the Vendor pursuant to section 2 of "Adjustments" in Schedule "B" to the Purchase Agreement.
3. Realty tax to the respective agencies if applicable pursuant to section 3 of "Adjustments" in Schedule "B" to the Purchase Agreement.
4. Utility adjustments to the respective agencies if applicable pursuant to section 4 of "Adjustments" in Schedule "B" to the Purchase Agreement.
5. Changes and upgrades mutually agreed by way of change orders pursuant to section 2 of "Extras" in Schedule "B" to the Purchase Agreement.
6. In the event that the Purchaser fails to qualify for either or both of the federal and provincial new housing rebates, then the Purchaser shall be obliged to pay to the Vendor, on or before the closing of this transaction, in addition to the Purchase Price (and in addition to any other amounts payable under the terms of the Purchase Agreement), an amount equivalent to the federal and/or provincial new housing rebates that the Purchaser has failed to qualify for pursuant to section 5 of "Harmonized Sales Tax ("HST")" in Schedule "B" to the Purchase Agreement.

**Note:**

The Purchaser will also be required to pay land transfer tax, non-resident speculation tax (if applicable), & legal fees to the Purchaser's solicitor.



# Warranty Information for New Freehold Homes



This information sheet provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion. For more detailed information visit [www.tarion.com](http://www.tarion.com) and log into our online learning hub at [www.tarion.com/learninghub](http://www.tarion.com/learninghub)

## The Pre-Delivery Inspection (PDI)

Before you take possession of your new home, your builder is required to conduct a pre-delivery inspection (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your home, such as the ventilation, plumbing, and heating systems. It is also important because it gives you an opportunity to note items in your home that are damaged, missing, incomplete, or not working properly before you take possession of your home. This record is also significant as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by the use of the home.

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking possession if they were missed on your PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades. There is more information about the PDI here: [www.tarion.com/learninghub](http://www.tarion.com/learninghub)

## Deposit Protection

The deposit you provide to your builder is protected up to certain limits if your builder goes bankrupt, fundamentally breaches your Agreement of Purchase and Sale or you exercise your legal right to terminate it. Deposit coverage limits are \$60,000 if the purchase price is \$600,000 or less and 10% of purchase price to a maximum of \$100,000 if the purchase price is over \$600,000. This protection includes the money you put down towards upgrades and other extras.

## Delayed Closing Coverage

Your builder guarantees that your home will be ready for you to move in by a date specified in the Agreement of Purchase and Sale or a date that has been properly extended (if for certain reasons the original closing date cannot be met). You may be able to claim up to \$7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale.

## Warranty Coverage

The warranty on work and materials commences on your date of possession and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

### One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario’s Building Code
- Protects against the unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

### Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work or materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work or materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against violations of Ontario’s Building Code that affect health and safety

**Continued...**



### Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home.

### Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty - not all deficiencies are covered. And the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

### Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario's Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via [cpg.tarion.com](http://cpg.tarion.com).

### Important Next Steps

1. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.
3. Register for Tarion's MyHome right after you take possession. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

### About Tarion

Tarion is a not-for-profit organization that administers Ontario's new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at **1-877-982-7466** or [customerservice@tarion.com](mailto:customerservice@tarion.com).

**Find more warranty information at [Tarion.com](http://Tarion.com)**



## SCHEDULE "E" RESIDENTIAL WATER HEATER RENTAL AGREEMENT

**EnerCare**  
Home Services™

**Water Heater Model: SFK57 Quattro**  
**2022 Rental Rate: Singles/Semis: \$45.99, Towns: \$47.00**

### COMMITMENT

"Our", "us" "we" or "EnerCare" means **EnerCare Home and Commercial Services Limited Partnership**. Our commitment to you, our rental customer, ("you", "your" or "customer"), is to provide you with a reliable, trouble-free water heater in accordance with this Residential Water Heater Rental Agreement (the "Agreement"). The water heater ("Water Heater") you rent from us, as set out above, is backed by EnerCare to the extent provided in this Agreement.

### TERM

The term of this Agreement commences on the date you agreed to this Agreement (as indicated above). The term of the Water Heater rental ends if this Agreement is terminated by you or us in accordance with its terms (which, for greater certainty, includes you exercising your buyout option in accordance with the terms of this Agreement) or when the useful life of the Water Heater has ended. The useful life of the Water Heater ends when EnerCare or its authorized service provider determines, having regard to the relevant factors, including without limitation, the age of the Water Heater and the cost of any repairs to be made to the Water Heater, that it is no longer commercially reasonable to repair the Water Heater. For greater certainty, you do not have any right to subsequently request a different water heater than the one you rent from us under this Agreement.

### OUR OBLIGATION TO YOU

Our obligation to you is to service and repair the Water Heater with no service charges or parts replacement charges **except** in the following circumstances:

- a) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect, the Water Heater;
- b) if service or repairs to the Water Heater are necessary because the Water Heater was used for an unintended or unauthorized purpose, including non-residential purposes;
- c) unless you are paying our hard water rental rate, if the Water Heater requires de-liming, flushing or other repair due to water conditions or the quality of the environment in which the Water Heater is situated. For greater certainty, EnerCare determines hard water conditions. In such situations, we cover only diagnostic work;
- d) where venting, piping, wiring, plumbing, ducting and/or electric services requires cleaning, repair, replacement or installation, including to meet applicable laws or installation requirements;
- e) where re-setting is required due to FVIR "lock-out" as described below under "Customer Advisory";
- f) if you fail to maintain the Water Heater in accordance with the requirements set out below under "Customer Obligations - Safety";
- g) for service charges or parts replacement related to the use of load control devices, peak savings, load timers and all other energy saving devices; or
- h) if you fail to notify us as described below under "Customer Obligations - Duty to Maintain".

Should you require assistance, our 24-hour per day, 7 days per week emergency phone number is **1-800-266-3939**. Should we update this phone number, the updated number can be found on the EnerCare website at [www.enercare.ca](http://www.enercare.ca).

### CUSTOMER OBLIGATIONS

In return for fulfilling our obligations to you, you agree that:

- a) **Rental Charges** – The rate on the date of this Agreement for your monthly rental charge is indicated above. You will be responsible for paying rental charges from the date the Water Heater is installed (as indicated above) or, if you purchased the premises after the Water Heater was installed, from the closing date of the purchase. We may increase our rental rates on January 1 of each calendar year by a percentage up to the percentage increase to CPI plus 2%. For the purposes of this Agreement, "CPI" means the All-items Consumer Price Index (not seasonally adjusted) for Ontario or the equivalent thereof, or any comparable successor index thereof, published by Statistics Canada in October in respect of the immediately preceding September to September period, or by any other equivalent or duly authorized department of the Government of Canada (for clarity, the Consumer Price Index in Canada is expressed in terms of 2002 = 100). We will notify you of any such rental rate increases in advance in bill inserts, by letter or by any method permitted by law.
- b) **Payment of Charges** – You will pay your charges billed under this Agreement when due. You agree to pay HST and any other taxes payable in connection with this Agreement. Your charges may be included on your utility bill, or we may choose to bill you separately or through our service provider. Acceptable methods of payment, which currently include pre-authorized payment, payment by cheque, by telephone or in person, or online banking, will be set out on the bill you receive. Should any payment be returned for non-sufficient funds ("NSF"), you agree to pay a NSF charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable federal and provincial taxes. The rate for late payment charges is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your bill is due on the date indicated on the bill.  
**Late Payment Charges on your Enbridge Gas Distribution ("EGD") Bill** (applicable only if your charges are included on your EGD bill) – A late payment charge will apply to all overdue amounts on your EGD bill, including applicable federal and provincial taxes. The late payment charge will be calculated and applied as approved by the Ontario Energy Board ("OEB"). The



current OEB-approved late payment rate is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your EGD bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your EGD bill, a late payment charge equal to the late payment rate multiplied by a total of all unpaid charges will be added to your EGD bill.

- c) Access** – You will provide us with timely access to the Water Heater whenever required by us to perform our obligations or exercise our rights under this Agreement.
- d) Safety** – You will use the Water Heater safely and responsibly. In particular, you will:
  - i) maintain effective operation of any plumbing and pumping systems supplying water to the Water Heater;
  - ii) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Water Heater;
  - iii) ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
  - iv) provide us with access to the Water Heater whenever reasonably required for purposes of inspection, repair, maintenance or removal;
  - v) inspect the area around the Water Heater on a regular basis for any sign of water leakage;
  - vi) contact us for service if you see any sign of carbon or rust on the bottom or sides of the Water Heater or any signs of water leakage;
  - vii) ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective;
  - viii) if the Water Heater is gas-fired, ensure that the vents and openings for combustion air are kept clear and clean and otherwise well-maintained and there is adequate ventilation; and
  - ix) not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Water Heater.
- e) Duty to Maintain** – If the Water Heater is gas-fired, you are required, as the user of the Water Heater, under law to ensure that it is maintained in a safe operating condition [Ontario regulation 212/01 Section 15]. In the event that a service or repair is required please call **1-800-266-3939**.
- f) Ownership, Credit and Security Interest.** You agree that:
  - i) if more than one customer is named on the account, each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement;
  - ii) during the term of this Agreement, the Water Heater remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Water Heater as rented equipment or that it is owned by us;
  - iii) we may inquire about your credit history and, if necessary, use the personal information you have provided to us to do so. For greater certainty, you authorize any credit reporting agency to give us credit or other personal information about you from time to time during the term of this Agreement. You can withdraw this authorization at any time. If you do or we are not satisfied with the results of any credit check, we may end this Agreement and the provisions of "Termination - Termination by Us" will apply;
  - iv) you will promptly inform us of any change in your: (i) mailing address at least 30 days in advance of such change; and/or (ii) if previously provided, bank account or credit card information promptly after such change is made;
  - v) this Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns; and
  - vi) we may register, at your expense, our interest in the Water Heater against you and/or against title to the premises. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Water Heater will remain personal property even though it may become affixed to the premises. You agree to keep the Water Heater free of all liens, security interests, mortgages and other claims.

**SALE OF YOUR HOME**

If you sell or otherwise transfer the premises, you are required to inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Water Heater installed in the premises. We will permit the transferee to assume your rights and obligations under this Agreement, effective from the date of sale or transfer; provided that:

- a) you or your representative notify the transferee in the sale or transfer agreement that the Water Heater is rented and is subject to this Agreement;
- b) you or your representative advise us in advance of the transferee's name and the intended date of sale or transfer;
- c) you or your representative advise us in advance of the address and telephone number where you can be contacted after the date of sale or transfer;
- d) the transferee agrees in writing or by conduct to assume your obligations under this Agreement; and
- e) you have paid us all amounts owing under this Agreement.

Unless and until these conditions are satisfied, or unless EnerCare otherwise waives any or all of these conditions, which we are under no obligation to do, you will remain responsible for the Water Heater rental and your obligations under this Agreement, including making all rental payments. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the transferee.

**CUSTOMER ADVISORY**

The Water Heater may be equipped with flammable vapour ignition resistant ("FVIR") technology. EnerCare encourages you to



read the Water Heater Use & Care Manual provided to you upon or after installation of the Water Heater. Certain activities such as, without limitation, painting or using solvents could cause the FVIR technology to "lockout" the Water Heater causing it to no longer function until reset by a qualified service technician. Resetting the Water Heater caused by FVIR "lockout" is not covered by EnerCare under this Agreement and, if applicable, you will be charged for both parts and labour at our then current rates.

**WARRANTIES AND LIABILITY**

- a) **Warranties** – We make no representations, warranties or conditions as to the performance of the Water Heater except for those which are given by statute and which you cannot waive and except any express warranties provided by the manufacturer of the Water Heater, except as provided below. Subject to you carrying-out your obligations under this Agreement (including those under "Customer Obligations") and subject to the limitations set out under "Liability", we hereby warrant that the Water Heater will work and provide hot water, and will not leak or rupture, for the term of this Agreement, reasonable wear and tear excepted. We are not the manufacturer of the Water Heater and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Water Heater, including whether the Water Heater is suitable for you, except as provided above. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.
- b) **Liability** – Except as otherwise expressly provided in this Agreement, we will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical or natural gas related events) arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use and/or operation of the Water Heater. We shall not be responsible for any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.
- c) **Indemnity** – You will indemnify us from all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with this Agreement, including its termination or enforcement, or the supply, use and/or operation of the Water Heater including any claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Water Heater. This obligation survives the termination of this Agreement for any reason.
- d) **Insurance** – During the term of this Agreement, you are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

**PERSONAL INFORMATION ABOUT YOU**

You authorize us to collect and use personal information about you. You authorize us to collect the personal information provided by you and to review information about your EnerCare bill payments or, if you are billed by your gas utility, you authorize your gas utility (including EGD) to provide us with any charges and payment information. Other than to our authorized service providers and parties that will provide us with credit information, we will not knowingly share this information with third parties without your permission, other than a party to whom we transfer, assign, encumber or otherwise dispose of this Agreement or the Water Heater.

Your privacy is important to us. As a current customer, we are committed to offering you more value in the future. Every once in a while we, an affiliate or an authorized service provider, may mail or call you about our other products and services that may be of interest to you. If you do not want us, an affiliate or an authorized service provider, to contact you about such products and services or if you would simply like more information about how we use personal information, please contact us using the information set out in the section "How to Contact Us" located at the end of this Agreement. Our privacy policy can be found on our website.

**TERMINATION**

**Termination by Us** – If you fail to meet any of your obligations (including payment obligations) set out in this Agreement, you agree that we may terminate this Agreement and bill you for the applicable buyout price and on the other terms set out below under "Termination – Termination by You". You agree to pay the buyout price when invoiced by us.

**Termination by You – Your sole method of terminating this Agreement prior to the end of the useful life of the Water Heater is to purchase the Water Heater.** You may purchase the Water Heater at any time for a buyout price that reflects, among other things, the unpaid cost of the Water Heater and related installation, finance and servicing costs, which buyout price can be found on our website. You can also confirm the buyout price by calling an EnerCare Rental Specialist at **1-877-334-1846**. You may exercise your buyout option by notifying us in writing or by calling an EnerCare Rental Specialist at **1-877-334-1846**.

When you exercise your buyout option, you accept the Water Heater in an "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume full responsibility for the Water Heater and its repair and maintenance. You also agree to pay the buyout price when invoiced by us.

Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to this Agreement, this Agreement will end for the Water Heater and, as set out more particularly below in the section called "End of this Agreement", you will have no further obligation to pay rent and we will have no further obligation to you.

**END OF THIS AGREEMENT**

At the end of this Agreement (for whatever reason):

- a) **Rent** – you are not obligated to rent and we are not obligated to supply replacement equipment (including a water heater), unless we mutually agree at the time and enter into a new water heater rental agreement.
- b) **Replacement** – EnerCare is not responsible for replacing the Water Heater or re-connecting any ancillary or other equipment including without limitation venting, piping, plumbing, wiring, ducting, and/or electrical services.
- c) **Removal and Disposal** – if the Water Heater has reached the end of its useful life and we are not installing a replacement





Water Heater, you shall at such time own the Water Heater, and if you wish for us to disconnect and/or dispose of the Water Heater, you must contact us by calling 1-877-334-1846 to make such arrangements. We will charge you in accordance with our then current fee schedules for removals or disposals.

**d) No Further Obligations** – you will have no further obligation to pay rent (other than rent owing prior to the end of this Agreement) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.

**ASSIGNMENTS**

We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Water Heater to another party at any time without notice to you and without your permission. To the extent permitted by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us. Except as otherwise provided in this Agreement, you may not transfer, assign or encumber all or part of your interest in this Agreement or the Water Heater without our prior written consent (see the section called "Sale of your Home").

**INVALIDITY OF PROVISION**

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent of this Agreement.

**GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein.

**ENTIRE AGREEMENT AND AMENDMENTS**

You understand that this Agreement is the entire agreement between you and us and supercedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out in this Agreement. This Agreement may be amended from time to time by us by notice in bill inserts, by letter or by any method permitted by law in which case you will have the option to not accept such amendment and retain this Agreement unchanged.

**HOW TO CONTACT US**

You may contact us as follows:

EnerCare Home Services  
80 Allstate Parkway  
Markham, Ontario L3R 6H3  
Attention: "Rental Group"  
**1-800-266-3939**

**PURCHASER'S ACKNOWLEDGMENT REGARDING RESIDENTIAL WATER HEATER RENTAL AGREEMENT**

By entering into this Agreement of Purchase and Sale with the Vendor in respect of Lot #3C, the Purchaser acknowledges and agrees that:

- a)** the water heater and hot water storage tank to be installed within the Unit will be rental units, rented by the Purchaser from Enercare Home and Commercial Services Limited Partnership ("EnerCare") pursuant to the foregoing rental agreement with EnerCare (the "Enercare Agreement"); and
- b)** the Purchaser is hereby bound by the foregoing terms and provisions of the Enercare Agreement.

The undersigned Purchaser hereby acknowledges having read, understood and accept the foregoing.

Dated this 6th day of November 2022.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser: John James Doe

\_\_\_\_\_  
Purchaser: Jane Judy Doe



# SCHEDULE "F" LOT INFORMATION & UNIT ORIENTATION

## LOT DETAILS

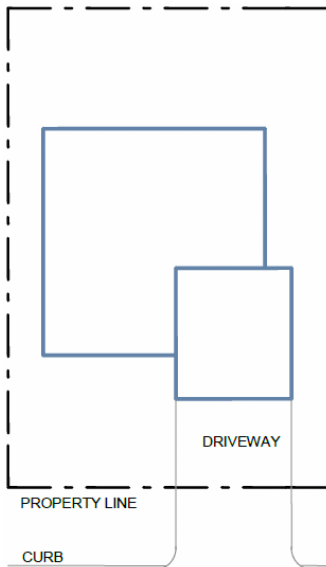
1. Some driveway locations are predetermined by the local Municipality and can not be changed.
2. Water line valve box locations at the front property line, and sewer cleanout locations can not be changed.
3. Hydro meters will be located on the same side of the house as the underground hydro secondary service. Hydro panels will be installed inside the house within three feet of the hydro meter location unless the hydro meter is on a garage wall.
4. Mountainview may have servicing drawings that show the proposed locations of sewer easements, hydro easements, hydro transformers, sidewalks, catch basins, swales, light poles, fire hydrants, super mail boxes, phone pedestals, cable pedestals, man holes and fences. Mountainview does not warrant that these items will be located as per the servicing drawings or any other information that may be made available. There will be no compensation paid if these items are located in a way that was not expected on the Purchaser's lot or on Municipal property adjoining the Purchaser's lot.

## UNIT ORIENTATION

1. The unit will be oriented as indicated below if possible.
2. Mountainview will notify the Purchaser prior to excavation if the orientation must be changed from that indicated below.
3. This schedule shall supersede all drawings that form part of this Agreement and all drawings that may form part of this Agreement in the future to determine the unit's orientation. Construction drawings, renderings, and sketches may not accurately indicate the unit's orientation. The unit may be built as a reverse plan from that shown on any past or future construction drawings, renderings, and sketches if indicated as such below.
4. A change to the unit's orientation requires a new Schedule.
5. Any special siting or setback requirements requested by the purchaser shall be shown below.
6. Plots provided prior to closing showing the unit on the lot may not reflect the exact location of the unit on the lot.

**Lot No. 3C on Registered  
Plan No. TBD  
West Creek Court,  
Welland  
on the North side of  
West Creek Court**

**Driveway On  
The Right**





**SCHEDULE "G"**  
**UNIT LAYOUT**

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**SCHEDULE "H"**  
**UNIT ELEVATION**  
**Aria Elevation M1**

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## **SCHEDULE "I"**

### **SITE SPECIFIC TERMS AND PROVISIONS**

#### **WEST CREEK NOTICE TO PURCHASERS AND WARNING CLAUSES**

- 1) Purchasers are hereby notified that the City of Welland may refuse to issue a permit or may refuse to issue a final occupancy certificate for houses that have five or more bedrooms if they believe it may be used as a "Boarding or Lodging House" - that is a building containing 4 or more rental bedrooms. This requirement applies to singles only. It does not apply to townhouses and semis. Moreover, the City may prohibit, regulate, and/or require a Zoning By-Law Amendment for any single detached dwellings being used as a "Boarding or Lodging House". Notwithstanding the above, one accessory dwelling unit is permitted in singles, semis, and townhouses.
- 2) Purchasers are advised that home/business mail delivery will be provided via Community Mail Box (CMB). The CMBs are located at the front corner of lot 5D.
- 3) Purchasers are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Region's and the Ministry of Environment's noise criteria.
- 4) Purchasers agree that to the extent possible, all proposed outdoor lighting be downward facing and shielded to prevent light spillage into the surrounding natural area.
- 5) Purchasers acknowledge that a 1.5m high chain link fence will be installed at the rear of blocks 1 to 5 and at the side of lot 5D.
- 6) Purchasers of interior units in blocks 1 and 3 are advised that rear porch covered roofs are not available as an option as they will exceed the maximum coverage allowed by zoning.
- 7) Purchasers are advised that they are to comply with the following RESTRICTIVE COVENANTS:
  - a) According to the nature of the annexed instrument, the words "Purchaser" and "Land" shall have the following meaning: "Purchaser" means and includes also any grantee, transferee, or buyer of any lots or blocks with the land and the heirs, successors, and assigns of the Purchaser. "Land" means and includes the land included in the Plan of Subdivision and on which these restrictions are registered.
  - b) These restrictions shall run with and be binding upon the land.
  - c) The Purchaser shall, in respect of any lands owned by him, adhere to and comply with the lot grading and drainage plan (Plan 0837-GP1) forming part of the Subdividers Agreement registered in the Land Titles Office for Niagara South as instrument No. TBD and, in particular, shall adhere to and comply with the grades and levels shown thereon and shall keep and maintain a good graded cover in the swales shown thereon and shall do nothing (ie. alter grade, erect structures/any fence, wall, pad or the like, construct gardens) to interfere with or impede drainage patterns as shown thereon.
  - d) The Purchaser shall maintain the sodded portion of the street allowance between his lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.
  - e) The Purchaser shall protect and preserve all the existing trees on the subject land which do not interfere with the construction of the building.
  - f) The Purchaser agrees to ensure that a variety of building designs and finishes be used in the area of the proposed subdivision. The exact design and finish shall not be repeated within five (5) consecutive lots and the same design shall not be used on adjacent lots
  - g) The Purchaser acknowledges that sidewalks shall be located in accordance with Schedule "B1" of the aforementioned Subdivider's Agreement.
  - h) A water meter, to City of Welland specifications, must be installed in all residential dwelling units (single, semi-detached, duplex, four-plex, townhouse).
  - i) If a Purchaser is in default of any condition contained herein, the City shall be permitted to enforce said default in accordance with the provisions of Section 35 of the aforementioned Subdivider's Agreement.
  - j) Whenever the masculine and singular are used herein, the same shall be construed to be the feminine and the plural as the context or the parties may require.



## SCHEDULE "J"

### M LIVING FEATURES MODEL SPECIFIC CHANGES

The Vendor agrees to include the following items in the purchase price :

- dgxx Misc. garage overhead doors  
**Overhead garage doors will be insulated and overhead garage door glass will be frosted.**
- e2p7 Potlight - 4" ultraslim LED recessed round clip light (Exterior 1st Floor)  
*IP67 waterproof rated.*  
**Change exterior garage light/s to exterior clip light/s (black) mounted in the soffits above the overhead garage door. Each 8' overhead garage door gets a single light. A 10' + overhead garage door gets two lights.**
- e2xx Misc. lighting  
**Change vanity light style to Milo (or equivalent).**
- e2xx Misc. lighting  
**Change dinette light style to Joni (or equivalent).**
- e2xx Misc. lighting  
**Change high ceiling / stair light style to Zurich (or equivalent).**
- efxb Misc. brick  
**Brick may be upgraded to non standard clay brick. Non standard clay brick selections may be darker or lighter than standard selections and chipping may be more pronounced/visible. The clay brick selections have exposed faces that are not perfectly flat and level. Surfaces will not be flush where edges meet.**
- efxo Misc. stone  
**Stone (when included) will be installed in a linear pattern with one size per row and randomly distributed row heights.**
- efxs Misc. siding  
**Decorative aluminum trims at windows and vertical corners are not included unless shown on the construction drawings or renderings. A 6" decorative aluminum trim is NOT included where the brick meets the siding at the back and side elevations.**
- efxs Misc. siding  
**Siding is upgraded to darker vinyl colours and changed from a "Designer" profile to a "Traditional" profile (same manufacturer and material as standard colour selections). Aluminum siding with a natural wood appearance is available as an upgrade.**
- efxs Misc. siding  
**Prefinished aluminum panels at corner windows will be similar in colour to vinyl window finish.**
- efxx Misc. exterior finishes  
**Street number on a metal plaque.**
- srsx Upgrade railing to square spindles
- srxx Misc. stairs & interior railings  
**At all end posts (when present). Change style to contemporary posts with shallow line and flat top (BNC86 or equivalent).**
- srxx Misc. stairs & interior railings  
**At stained oak treads (when present). Change edge profile from 150 to 153 (upgrades from standard carpet treads to stained oak treads are not included as part of this item and will be shown separately when added at extra cost).**
- srxx Misc. stairs & interior railings  
**At all main floor and 2nd floor hand rails (basement hand rails not included). Change style to N700.**
- wxcv Upgrade all windows to coloured exterior vinyl  
*Interior vinyl will remain white. Exterior door vinyl will match coloured exterior window vinyl. Exterior door glass trims will be painted to match exterior door colour. Interior door glass trims will be painted to match interior door colour. Does not include coloured exterior vinyl on poured in place basement windows (which are only available in white). Standard wall mounted vent hood covers are white. Darker colours will show scratches more easily. Sliders are NOT available in Sable, Chestnut Bronze, and Black, and must be upgraded to casements at extra cost if one of these colours are chosen.*

Where these items differ from previous Schedules, this Schedule shall supersede.



### SCHEDULE "K" AS-BUILT SPEC CHANGES

- plri **Basement 3pc rough-in** **\$555**  
*Toilet drain pipe, sink drain pipe, and shower drain pipe cut off just above slab. Purchaser will have to break the concrete floor slab to precisely locate the toilet, sink, and shower when completing the washroom. Mountainview will not assist in fine tuning the rough-in locations after the concrete floor slab has been poured. Hot and cold water lines not included as part of this item. Venting, hole, and cap for future bathroom fan not included as part of this item. Not recommended at interior townhouses less than 25' in width due to venting conflicts.*
- sv9i **Raise ceiling from 8'0" to 9'0" (brick) where there are 2 party walls** **\$5,100**  
*Priced per floor. Larger windows not included as part of this item. May require a redesign of the stair area including relocation of some steps or walls or the addition of winding stairs to accommodate extra steps required. Landings at top and bottom of stairs may be reduced in size to accommodate extra steps required.*
- wbu2 **Upgrade a 30"x16" poured in place basement window to 47"x32"** **\$615**  
*Meets the Ontario Building Code requirements for egress from a basement bedroom. May require a window well. Please note when upgrading basement window sizes that finished rooms in the basement that have a closet require the basement window glass area to be greater than 5% of the finished floor area in that room. Basement windows must be spaced at least one basement window width apart.*

Where these items differ from previous Schedules, this Schedule shall supersede. **Total: \$6,270**

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## SCHEDULE "L" PURCHASER CHANGES

- flv Change to floating vinyl plank / tile flooring from carpet \$1,545  
*Includes matching raised 'T' molding where LVP / LVT flooring meets wood flooring, laminate flooring, and carpet. Includes 1/2" to 3/4" reducer where LVP / LVT flooring meets tile and fireplace hearths. Raised 'T' moldings will be required at the entrance to each room where the material continues from a room to a hallway. Will not be installed below cabinets (as per manufacturers installation guidelines).*  
**At great room**

**Total: \$1,545**

Where these items differ from previous Schedules, this Schedule shall supersede.  
All decisions are final. Deletions shall be credited back to the Purchaser at the original cost of the change less 10% or \$50 which ever is the larger.

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### CLIENT IDENTIFICATION

#### CONFIDENTIAL INFORMATION

- 1. The Client Identification form is confidential information that is protected against disclosure.
- 2. The Client Identification form is only to be provided to the Federal Government in rare instances required by law.

#### TRANSACTION PROPERTY ADDRESS

- 1. The property is located on lot 3C according to Registered plan no. TBD in the .
- 2. The municipal address of the property is West Creek Court.

#### VERIFICATION OF INDIVIDUALS

Name	John James Doe	Jane Judy Doe
Date of Birth	Apr 28, 1968	Nov 06, 1968
Occupation or Business	Civil Engineer	
Employer or Company	Mountainview Homes	
Type of Identification Document		
Document Identification Number		
Issuing Jurisdiction		
Document Expiry Date		
Current Address	1 MyHome Blvd Welland ON	
Property is Being Purchased	<input type="checkbox"/> For Yourself	<input type="checkbox"/> On Behalf of Someone Else (A separate form is required)

#### ACCEPTABLE IDENTIFICATION DOCUMENTS

- 1. Acceptable identification documents include a driver's license, birth certificate, passport, or similar document.
- 2. Acceptable identification documents do not include a Social Insurance card or Health card.
- 3. Acceptable identification documents shall have an Identification Number.
- 4. A copy of the the identification document is required.

#### VERIFICATION OF CORPORATIONS / PARTNERSHIPS / CO-OPERATIVES / OR OTHER BUSINESS ENTITIES

Corporation Directors	_____	_____
Corporation Address	_____	

#### DOCUMENT TO ESTABLISH LEGAL EXISTENCE OF THE ENTITY

Type/Date/Document # \_\_\_\_\_

- 1. Acceptable documents include the corporation's certificate or corporate status, a record that has to be filed annually under provincial securities legislation, or any other record that confirms the corporation's existence.
- 2. Examples of these include such other records as the corporation's published annual report signed by an independent audit firm, or a letter or a notice of assessment for the corporation from a municipal, provincial, territorial or federal government.
- 3. A copy of the document to establish legal existence of the entity is required.

#### DOCUMENT SHOWING THE PERSON REPRESENTING IT HAS AUTHORITY TO MAKE THE PURCHASE

Type/Date/Document # \_\_\_\_\_

- 1. Acceptable documents include a Certificate of Incumbency, Articles of Incorporation, or By-Laws.
- 2. Examples of these include the list of the corporation's directors submitted with the application for incorporation.
- 3. A copy of the document showing the person representing it has the authority to make the purchase is required.