



## Schedule "A"

### Terms and Conditions

#### 1. Interpretation

Unless otherwise defined in this Agreement, all capitalized terms used herein shall have the following meanings. Use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders and use of the singular shall be deemed to include the plural, wherever the context so requires. All references to dollar amounts in this Agreement shall be Canadian dollars.

**"Agreement"** means this agreement of purchase and sale between the Vendor and the Purchaser, together with all schedules attached hereto, as amended, modified or supplemented from time to time in writing.

**"City"** means the City of Richmond Hill.

**"Closing Date"** or **"Closing"** means the date set out in the Statement of Critical Dates – Delayed Closing Warranty, attached to this Agreement as Schedule "B", and shall be subject to the rights of extension in favour of the Vendor expressed in Schedule "B" attached hereto.

**"Deposit"** means the aggregate of all deposit instalments paid by the Purchaser as listed on page 1 of this Agreement. All cheques for deposit instalments shall be made payable to the Vendor's Solicitor, in trust.

**"Land"** means Lots 1 to 13, inclusive, Plan 65M4787, Richmond Hill.

**"Land Registry Office"** means the Land Registry Office for the Land Registry Division of York Region (No. 65).

**"Lot"** means the lot identified on page 1 of this Agreement.

**"Plan of Subdivision"** means the registered plan 65M4787.

**"Purchase Price"** means the purchase price for the Real Property identified on page 1 hereof.

**"Real Property"** means the Lot and dwelling, comprising part of the Land, to be acquired by the Purchaser from the Vendor pursuant to this Agreement. The lot number, model and elevation type are identified at the top of page 1 of this Agreement. The Purchaser acknowledges and agrees that, as referenced elsewhere in this Agreement, the lot number identified on page 1 of this Agreement may change on registration of the Plan of Subdivision.

**"Registered Owner"** means Yonge 19<sup>th</sup> Avenue Joint Venture Ltd. and its successors and assigns.

**"Schedules"** means Schedule "A" (Terms and Conditions), Schedule "B" (Warranty Program Addendum), Schedule "C" (Standard Features), Schedule "D" (Site Plan), Schedule "E" (Dwelling Plans and Elevations), Schedule "F" (Warnings, Covenants and Restrictions), Schedule "X-1" (Upgrades Included in Purchase Price) and Schedule X-2 (Bonus Features) and all other schedules which may be attached hereto.

**"Vendor"** means Yonge 19<sup>th</sup> Avenue Joint Venture Ltd. and its successors and assigns.

“Vendor’s Solicitor” means Loopstra Nixon LLP.

“Warranty Program” means the new home warranty program administered by Tarion Warranty Corporation pursuant to the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31, as amended, and the regulations and bulletins relating thereto.

## 2. Offer and Acceptance

The Purchaser agrees to purchase the Real Property subject to the terms and conditions expressed in this Agreement. Execution of this Agreement by the Purchaser shall constitute an offer irrevocable by the Purchaser until 5 p.m. (Toronto time) on the fifth (5<sup>th</sup>) day after the date of execution of this Agreement by the Purchaser, after which time, if not accepted and signed by the Vendor, such offer shall be null and void and the initial deposit, and any post-dated cheques shall be returned to the Purchaser.

## 3. Deposit

On the date of execution of this Agreement, the Purchaser agrees to deliver to the Vendor a cheque for the initial deposit and post-dated cheques in the amounts identified on page 1. The Vendor directs that all cheques for deposit instalments shall be made payable to the Vendor’s Solicitor, in trust.

## 4. Adjustments

The following adjustments shall be made to the balance due on the Closing Date:

- (a) the Deposit;
- (b) the enrolment fee paid by the Vendor for the Real Property under the Warranty Program, plus applicable taxes;
- (c) all charges and/or levies imposed by any school board in connection with the development of the Land and/or any charge or levy pursuant to the Education Act beyond those in effect as of the date hereof, provided that the maximum amount which may be charged pursuant to this Section 4(c) shall be \$17,500.00 plus HST;
- (d) all charges and/or levies imposed or assessed in connection with the development of the Land by any municipal, regional or other governmental authority (save and except for any adjustment contemplated by 4(c) and 4(e) herein), including, without limiting the generality of the foregoing, any charge or levy pursuant to the Development Charges Act beyond those in effect as of the date hereof, provided that the maximum amount which may be charged pursuant to this Section 4(d) shall be \$17,500.00 plus HST;
- (e) any charges or levies relating to parkland dedication or cash in lieu thereof required pursuant to the Planning Act R.S.O. 1990 (the “**Planning Act**”) or any other applicable legislation, provided that the maximum amount which may be charged pursuant to this Section 4(e) shall be \$3,800.00 plus HST;
- (f) any charges or costs to the Vendor in connection with the construction and paving of the driveway on the Lot, provided that the maximum amount which may be charged pursuant to this Section 4(f) shall be \$2,000.00 plus HST.
- (g) any charges and/or deposits relating to the installation of meters and/or check meters used to measure the consumption rate of gas, hydro, water or other utilities supplied to the Real Property and all connection and energization charges for the Real Property. The Purchaser acknowledges and agrees that a letter from the Vendor’s consulting engineer confirming the Vendor’s costs shall constitute sufficient evidence for the purpose of calculating this adjustment item;

- (h) any charges or costs to the Vendor in connection with any landscaping, fencing, retaining walls, sound barriers and entry or other features required in connection with any agreement entered into by the Vendor with any governmental authority which is related to the Real Property;
- (i) any charges or costs to the Vendor in connection with any improvements, including, without limitation, air conditioning units, required in connection with any agreement entered into by the Vendor with any governmental authority which is related to the Real Property;
- (j) realty taxes (including local improvement charges pursuant to the Local Improvement Act, if any), adjusted on the Vendor's reasonable estimate as though the Real Property were fully completed, separately assessed and realty taxes and/or local improvement charges paid in full. The Purchaser is advised that the City may issue a supplemental realty tax bill following the Closing Date, which taxes may be in addition to those adjusted with the Vendor and shall be the responsibility of the Purchaser;
- (k) the price of all extras or changes included in or made part of the Real Property at the request of the Purchaser and for which the Purchaser has not previously paid the Vendor, plus applicable taxes;
- (l) an administration fee of \$500.00 plus HST for each cheque which is not accepted by the Vendor's bank or with respect to which any additional attention is required from the Vendor beyond simply depositing the cheque on the date prescribed by this Agreement (such as a request by the Purchaser to delay depositing a cheque until after the date on which that instalment of the Deposit is due);
- (m) an adjustment in the Vendor's favour for that portion of the HST to be paid by the Purchaser pursuant to paragraph 5, if any;
- (n) the Lawyers' Professional Indemnity Company fee in the amount not exceeding \$100.00 plus HST imposed on the Vendor's Solicitor by the Law Society of Ontario in connection with the delivery of a transfer/deed to the Purchaser on the Closing Date;
- (o) a lot grading deposit of \$4,500.00, to be released to the Purchaser upon receipt by the Vendor of a Final Lot Grading Certificate from the City;
- (p) an administration fee of \$500.00 plus HST for each dishonored or non-sufficient funds cheque;
- (q) the charges for any utilities consumed in the Real Property shall be apportioned and shall be to the account of the Purchaser from the day of Closing onwards;
- (r) an administration fee of \$200.00 plus HST for preparing and delivering to the Purchaser's solicitor and title insurer a title advice statement, if applicable;
- (s) an administration fee of \$200.00 plus HST for preparing and registering discharges of all mortgages registered against title to the Real Property as of the Closing Date;
- (t) the cost to the Vendor in respect of the Vendor's delivery of a building location survey of the Real Property, if applicable;
- (u) an administration fee to the Vendor of \$500.00 plus HST in the event of any subsequent or additional title direction in accordance with the terms herein; and
- (v) any other adjustments contemplated by this Agreement.

The Closing Date itself shall be apportioned to the Purchaser. If any adjustment cannot accurately be determined at the time of calculation, then the Vendor may estimate the adjustment to be made and the Closing shall take place in accordance with this estimate subject to a later and final reconciliation when such adjustment can be accurately determined. The parties agree to readjust any of the items referred to above, if necessary, after Closing.

## **5. Harmonized Sales Tax**

The Purchaser and Vendor acknowledge and agree that the Purchase Price includes the harmonized sales tax (“HST”) exigible with respect to the purchase of the Real Property pursuant to the Excise Tax Act (the “HST Legislation”).

The Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights he may have to any rebates, refunds or credits pursuant to the HST Legislation. In this regard, the Purchaser covenants and agrees to execute and deliver to the Vendor on the Closing Date all applications, assignments, authorizations, directions, forms and such other documents as may be requested by the Vendor or its solicitors to verify entitlement to any rebate, refund or credit pursuant to the HST Legislation claimed by the Purchaser and to effect the proper assignment thereof to the Vendor. In addition, the Purchaser covenants and agrees to execute and deliver to the Vendor on the Closing Date an indemnity (prepared on the Vendor’s standard form without modification) pursuant to which the Purchaser agrees to indemnify the Vendor for all costs and expenses incurred by the Vendor in the event that it is determined after the Closing Date that the Purchaser is not entitled to any rebate, refund or credit assigned by the Purchaser to the Vendor on the Closing Date. In the event that the Purchaser does not qualify for the new housing rebate permitted by the HST Legislation, in the sole and unfettered discretion of the Vendor, the Purchaser covenants and agrees to pay to the Vendor as an adjustment on the Closing Date the amount equal to such rebate which would have otherwise been applicable.

Notwithstanding any other provision of this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement or with respect to any extras or upgrades. The Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the HST Legislation.

## **6. Extras, Upgrades and Changes**

The Purchaser acknowledges and agrees that fifty percent (50%) of any extra, upgrade or change ordered with respect to the dwelling shall be paid at the time the Purchaser orders same, unless the Vendor otherwise agrees in writing, provided however that in respect of the first thirty thousand dollars (\$30,000.00) plus HST in extras, upgrades and changes, the Purchaser shall pay 100% of such amount at the time the Purchaser orders same. The Purchaser acknowledges and agrees that such payment shall be non-refundable in the event that this transaction is not completed by any reason other than the default of the Vendor and the Vendor may deduct the cost of any such extra, upgrade and/or change (if not already paid for), from the Deposit which may be otherwise refundable. If any extra, upgrade or change is omitted, then the Purchaser shall be credited with the amount which the Purchaser was charged for such extra, upgrade or change on the Closing Date and this credit shall be the limit of the Vendor’s liability.

In the event that the Vendor chooses, in its sole and unfettered discretion, to include an upgrade allowance, either by way of a dollar allowance or by offering specified items to the Purchaser, then such allowance shall have no cash value, and refusal of such allowance by the Purchaser shall not entitle the Purchaser to any reduction in the Purchase Price.

Attached hereto as Schedule “X-1” is a list of any upgrade allowances, if applicable, included in the Purchase Price. Any additional finishing items selected pursuant to paragraphs 6 and 8 of this Agreement, plus applicable HST, shall be detailed on additional Schedules “X-2”, “X-3”, etc. and shall be in addition to the Purchase Price.

## **7. Vendor's Conditions**

The Purchaser hereby acknowledges and agrees that the completion of this Agreement is conditional upon the following:

Compliance with the provisions of the Planning Act, as amended or restated from time to time, on or before the Closing Date; and

Confirmation by the Vendor, within ten (10) business days of receipt of the Purchaser's financial information, that it is satisfied the Purchaser has the financial resources to complete the transaction.

The Purchaser acknowledges that each of the conditions listed above are for the sole benefit of the Vendor. If any such condition is not satisfied, the Vendor may, by notice in writing to the Purchaser given on or before the date referred to above relating to such condition, terminate this Agreement in which case the Deposit shall be returned to the Purchaser without interest or deduction and the parties shall have no further obligations with respect to this Agreement. If the Vendor does not give written notice within the time limit referred to above for a specific condition, the Vendor shall be deemed to have waived such condition. In addition, the Purchaser hereby acknowledges that the Purchaser shall have no claim for damages, costs, expenses, loss of bargain, or other amounts whatsoever in the event that the Vendor terminates this Agreement.

## **8. Selection of Finishing Items**

The Purchase Price shall include those items listed in Schedule "C" attached hereto. The Purchaser acknowledges that furnishings, decor, improvements and samples which may be displayed in any model home or any sales office or in any brochures are for display purposes only and are not included in the Purchase Price unless specified in Schedule "C". The Purchaser acknowledges that appliances for the dwelling are not included in the Purchase Price unless specified in Schedule "C". The Purchaser agrees to select all finishing items from the Vendor's available samples within 30 days after notice has been given by the Vendor to the Purchaser requesting the Purchaser to make selections from the available samples and the Purchaser agrees to attend at such location specified by the Vendor in order to make such selections, alterations, additions and/or upgrades. In the event that the Purchaser fails to attend at its décor appointment, it shall pay an administration fee of \$250.00 plus HST to the Vendor on Closing. If any such items are unavailable to the Vendor or the acquisition thereof by the Vendor may result in the delay in the construction of the dwelling or any other dwelling in the project, then on 10 days' notice from the Vendor the Purchaser shall re-attend at the specified location and make a selection from the Vendor's available substitute finishing items. If the Purchaser fails to make selections following notice from the Vendor, then the Vendor shall be entitled to select such finishing items and the Purchaser agrees that such selections made by the Vendor shall be binding on the Purchaser. In the event that the Purchaser requests any amendment to a finishing item or colour selection after the date on which the original selection is finalized, the Purchaser agrees to pay all costs associated with this amendment plus an administration fee of \$250.00 plus HST each time an amendment is requested. For greater certainty, the Purchaser acknowledges and agrees that the Vendor shall have no obligation to accommodate any requested amendment. The Vendor's approval shall depend on its construction schedule and the availability of labour, materials and supplies, in the sole and absolute discretion of the Vendor. In the event that the Vendor approves any requested amendment (in whole or in part), all costs associated with the amendment plus the administration fee shall be paid by the Purchaser forthwith and, if the Purchaser fails to comply with this obligation, then such amount shall be credited to the Vendor as an adjustment to the balance due on the Closing Date.

## **9. Warranties**

The Vendor represents and warrants to the Purchaser that the Vendor is, or will be registered, in good standing with the Warranty Program and the dwelling shall be enrolled under the Warranty Program prior to commencing construction. The Purchaser acknowledges and agrees that any warranties for workmanship or materials in respect of any aspect of the construction of the dwelling, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to those warranties deemed to be given by the Vendor under the Ontario New Home Warranties Plan Act and shall extend only for the time periods and in respect of those items as stated in the Ontario New Home Warranties Plan Act. The Purchaser

acknowledges that a Homeowner Information Package is available from the Warranty Program and that the Vendor will deliver a Homeowner Information Package to the Purchaser on or before the pre-delivery inspection of the dwelling. The Homeowner Information Package will include, among other things, standardized information for consumers about how the new home process works, how to submit a claim to Tarion Warranty Corporation, outlining the timelines in which the Vendor must respond to the Purchaser's complaints regarding any warrantable deficiencies and identifying certain exceptions (such as emergency situations or seasonal items) where such stipulated timelines will change. The Purchaser acknowledges and agrees that all requests for after-sales service shall be in writing and shall be addressed to the Vendor at its address noted in this Agreement.

The Vendor shall cause the dwelling to be constructed in accordance with the Ontario Building Code. The Purchaser shall have no claim against the Vendor for any higher or better standard of workmanship or materials other than required by the Ontario Building Code and Ontario New Home Warranties Plan Act.

## **10. Pre-Delivery Inspection**

Forthwith after receiving a notice from the Vendor, the Purchaser agrees to schedule a pre-delivery inspection of the dwelling prior to the Closing Date. The Purchaser agrees that the pre-delivery inspection shall only be conducted at the scheduled time and with a representative of the Vendor. At the time of such inspection, the Purchaser shall complete and execute a certificate of completion and possession in the form approved by the Warranty Program listing all outstanding, incomplete or apparently defective items in the dwelling. Except as to those items specifically listed in the certificate, the Purchaser shall be deemed to have acknowledged that the dwelling has been completed in accordance with this Agreement and the Purchaser shall be deemed conclusively to have accepted the Real Property.

In the event the Purchaser fails to inspect the dwelling and execute the certificate of completion and possession prior to the Closing Date, the Vendor may declare the Purchaser to be in default under this Agreement and the provisions of paragraph 30 shall apply or, at the Vendor's discretion, it may complete such form on behalf of the Purchaser pursuant to the power of attorney granted by the Purchaser to the Vendor in paragraph 34.

The Vendor agrees to complete all items listed in the certificate of completion and possession relating to the dwelling as soon as is reasonably possible after the Closing Date. In addition, the Vendor agrees to rectify any apparent defects in materials or workmanship covered by the warranty certificate for the dwelling within a reasonable time after the Closing Date provided the Purchaser has made a claim with respect to such defects as required under the Ontario New Home Warranties Plan Act. The Purchaser acknowledges and agrees that the Vendor shall not be required to give a separate undertaking to the Purchaser on the Closing Date to complete unfinished work or rectify deficiencies and the Purchaser shall not be entitled to a holdback of any amount due and payable to the Vendor on the Closing Date as security for the Vendor's obligations in this regard. The Purchaser acknowledges that the remedies and recourse prescribed by the Ontario New Home Warranties Plan Act are sufficient in this regard.

## **11. Access Prior to the Closing Date**

The Purchaser shall not be entitled to access to the Real Property prior to the Closing Date except for the purpose of completing the pre-delivery inspection on the date scheduled with the Vendor for such inspection. The Purchaser agrees to indemnify the Vendor against all claims, costs and damages resulting from the Purchaser's non-compliance with this paragraph. In the event that the Purchaser, without the Vendor's written permission, enters the Real Property prior to closing and does any construction work of his own within the dwelling, the Vendor shall, at its sole option, be entitled to demolish or remove such work and may charge the Purchaser for its costs of doing so as an adjustment on closing. If the Vendor does not demolish or remove such work, the Purchaser acknowledges that the Vendor shall not be in any way responsible for such work or any damage to the Vendor's work which results from the Purchaser's work. The Purchaser agrees to indemnify the Vendor (with an appropriate adjustment on closing) in the event that the Vendor incurs any extra costs or expenses as a result of the Purchaser's non-compliance with this paragraph.

## 12. Closing Date

This transaction of purchase and sale shall be completed on the Closing Date set out in the Statement of Critical Dates – Delayed Closing Warranty, attached to this Agreement as Schedule “B”, subject to the rights of extension in favour of the Vendor expressed in Schedule “B” attached hereto, at which time title to the Real Property shall be transferred to the Purchaser.

If the Vendor shall be unable to substantially complete the dwelling for occupancy on the Closing Date, then the Purchaser acknowledges and agrees that the Vendor shall have the right to extend the Closing Date in accordance with the rules prescribed by the Warranty Program which are attached as Schedule “B”.

For the purposes of Closing, the dwelling shall be deemed to be completed when all interior work has been substantially completed so that the dwelling may be occupied, notwithstanding that there remains work to be completed including, but not limited to, painting, grading, sodding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work.

## 13. Title

On the Closing Date, the parties hereby acknowledge and agree that title to the Real Property shall be good and free from encumbrances, save and except for the Permitted Encumbrances listed in paragraph 14. The Purchaser shall satisfy himself or herself as to compliance with all such Permitted Encumbrances.

The Purchaser shall be allowed until 30 days before the Closing Date to examine title to the Real Property at his or her own expense and if, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall be terminated and the Deposit shall be returned without interest or deduction (save for the deduction from the Deposit of any amount payable by the Purchaser for any extras, upgrades or changes ordered by the Purchaser and for which payment in full has not yet been received by the Vendor) and the Vendor shall not be liable for any damages or costs whatsoever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to all requisitions through the use of a standard title memorandum or title advice statement prepared by the Vendor’s Solicitor and that same shall constitute a satisfactory manner of responding to the Purchaser’s title requisitions, thereby relieving the Vendor and the Vendor’s Solicitor of the requirement to respond directly or specifically to the Purchaser’s requisitions. The Purchaser also acknowledges that the Vendor and the Vendor’s Solicitor may arrange for the project to be enrolled with TitlePlus (or such other title insurer acceptable to the Vendor) in order to centralize underwriting for the project and avoid unnecessary duplication of costs for purchasers and their solicitors. In the event that the Purchaser elects to obtain title insurance through such title insurer, the Purchaser and the Purchaser’s solicitor shall not be required to perform the following due diligence thereby saving the Purchaser significant transaction costs: title search and review of title search; preparation of requisition letter; prepare, send out and review responses to clearance letters; execution searches against the Vendor; corporate status searches; and, confirming the discharge of Vendor’s mortgages. As a result of the foregoing and regardless of whether the Purchaser obtains title insurance through such title insurer, the Purchaser agrees to pay to the Vendor on the Closing Date an administration fee of \$200.00 plus HST for preparing and delivering to the Purchaser’s solicitor and title insurer a title advice statement.

If, on Closing, the Registered Owner is a party other than the Vendor, the Purchaser agrees to accept a transfer of title to the Real Property directly from the Registered Owner and the Purchaser shall not be entitled to request or receive any further documentation from the Registered Owner save for the transfer/deed in registerable form. In this regard, the Purchaser acknowledges that the Registered Owner has made no representations or warranties to the Purchaser and the Registered Owner has no contractual obligation to the Purchaser, save and except the obligation to convey title to the Real Property on the Closing Date provided the Purchaser has complied with his obligations pursuant to this Agreement. In the event of any default by the Vendor pursuant to this Agreement, the Purchaser acknowledges that his sole recourse shall be against the Vendor and the Warranty Program, if applicable.



#### 14. Permitted Encumbrances

The Purchaser agrees to accept title to the Real Property subject to the following (the “**Permitted Encumbrances**”):

- (a) all subdivision, development, site plan and other agreements with any governmental authority registered against title to the Land;
- (b) any by-law, regulation, restriction, easement, noise attenuation provision, environmental notice, warning, restrictive covenant, lease, license or other agreement relating to the use or development of the Land;
- (c) any easement, right-of-way, license or agreement relating to the installation or maintenance of any utility or other service to the dwelling, any other dwelling and/or the Land. Certain lots may be subject to an easement in favour of the Vendor and/or City for storm drainage purposes including, without limiting the generality of the foregoing, rear yard catchbasins, underground storm sewers and/or overland flow drainage.
- (d) any easement, right-of-way or other agreement in favour of the Vendor (and any successor in title) to facilitate development of and access to the Land;
- (e) any agreement relating to services, easements, licences, roadways, shared facilities or any other matter;
- (f) a temporary easement and right of re-entry in favour of the Vendor for the purpose of completing construction of the Real Property and complying with its obligations pursuant to any agreement with any governmental authority. The Purchaser acknowledges that this right may be reserved in the transfer/deed relating to the Real Property delivered to the Purchaser on Closing; and
- (g) restrictive covenants or building restrictions in favour of the Vendor, Registered Owner and/or City designed to preserve the architectural, building, landscaping and maintenance standards established by the Vendor relating to the Real Property and the Land as described in paragraph 18.

#### 15. Building Location Survey

The Vendor may provide a building location survey of the Real Property before Closing. The Purchaser shall pay to the Vendor, as an adjustment on Closing, the Vendor’s cost in respect of the delivery of same, if applicable.

#### 16. Prior Mortgages

Title to the Real Property may be encumbered by mortgages not to be assumed by the Purchaser on Closing. The Purchaser agrees to accept the Vendor’s Solicitor’s undertaking to obtain and register complete or partial discharges of such mortgages as soon as reasonably possible after Closing, subject to the Vendor’s Solicitor providing to the Purchaser’s solicitor the following:

- (a) a mortgage statement or letter from the mortgagee(s) confirming the amount required to be paid to the mortgagee(s) to obtain a discharge (or partial discharge);
- (b) a direction from the Vendor to the Purchaser to pay said amount(s) to the mortgagee(s) on the Closing Date; and
- (c) an undertaking from the Vendor’s Solicitor to deliver said amount(s) to the mortgagee(s) and to register the discharge (or partial discharge) upon receipt thereof and to advise the Purchaser’s solicitor concerning registration particulars.

If so requested by the Vendor, the Purchaser agrees to provide proof to the Vendor’s mortgagee(s), within 10 days of such request, that the Purchaser has arranged financing to enable the Purchaser to close the transaction or otherwise the Purchaser shall provide proof, satisfactory

to the Vendor, that it has the ability to close the transaction from its own resources.

### **17. Direction Regarding Title**

The Purchaser shall, within one (1) month of the date hereof, advise the Vendor in writing of the manner in which the Purchaser intends to take title to the Real Property. If the Purchaser does not so advise the Vendor as to how the Purchaser intends to take title to the Real Property, the Vendor shall be entitled to tender the transfer of title to the Real Property on the Closing Date engrossed in the name of the Purchaser as recorded on page 1 of this Agreement. Notwithstanding the foregoing, the Purchaser acknowledges and agrees that he shall not have the right to direct title into the name of any other party who is not also contractually bound as a purchaser pursuant to this Agreement. In the event of any subsequent or additional title direction, which is accepted by the Vendor in its sole discretion, the Purchaser agrees to pay an administration fee to the Vendor of \$500.00 plus HST on Closing.

### **18. Purchaser's Acknowledgments and Covenants**

The Purchaser acknowledges that all schedules attached hereto shall form a part of this Agreement. The Purchaser acknowledges that he has read all paragraphs, schedules, amendments and addenda of this Agreement.

The Purchaser is advised that as of the date of this Agreement, the Vendor and/or any other party may currently be pursuing planning approvals dealing with the Land. The Purchaser covenants and agrees that he shall not oppose any application made by the Vendor or any other party relating to the development of the Land, or any part thereof, including (without limiting the generality of the foregoing) any application for a variance of and/or change to any zoning by-law applicable to the Land. The Purchaser acknowledges and agrees that this covenant does not merge on closing and may be pleaded as a complete defence to any opposition or objection raised by the Purchaser in this regard.

The Purchaser acknowledges that the Vendor and/or other parties intend to construct additional buildings and facilities on the Land and on lands adjacent to or in the vicinity of the Land. The Purchaser covenants and agrees not to object to any subdivision, development, minor variance, rezoning, draft plan amendment, official plan amendment or other application made by the Vendor, the Registered Owner or any related company, or any other party, to any governmental authority relating to the development of the remainder of the Land or lands adjacent to or in the vicinity of the Land. The Purchaser acknowledges and agrees that this covenant does not merge on closing and may be pleaded by the Vendor as a complete defence to any opposition or objection raised by the Purchaser in this regard.

The Purchaser covenants and agrees not to object to any construction by the Vendor or the Registered Owner, or any other party, on adjoining lands or claim that such construction and/or the resultant noise, dust or vibration is an inconvenience or nuisance. The Purchaser acknowledges and agrees that this covenant does not merge on closing and may be pleaded by the Vendor and the Registered Owner as a complete defence to any opposition or objection raised by the Purchaser in this regard.

The Purchaser acknowledges that neither the Vendor nor any of its agents, employees or representatives has made any representation regarding the site lines and view from the Purchaser's dwelling. As mentioned above, the Purchaser acknowledges that the Vendor, or any other party, intends to construct buildings and facilities on lands adjacent to or in the vicinity of Real Property which may impact on the site lines and views from the Purchaser's dwelling.

The Purchaser acknowledges that no representation or warranty has been made to the Purchaser by the Vendor or any of its agents, employees or representatives with respect to municipal taxes, utility costs or other expenses relating to the ownership or operation of the Real Property. The Purchaser acknowledges that he shall be responsible for making his own inquiries to the appropriate municipal authorities or utilities in this regard.

The Purchaser acknowledges and agrees that the legal description/lot numbering which identifies

the Real Property on page 1 hereof may be changed by the Vendor, in its sole and absolute discretion.

The Purchaser acknowledges and agrees that the hot water heater and tank may be rented. In such event, the hot water heater and tank shall remain the property of the applicable utility company and shall not be or become a fixture and/or part of the dwelling. Further, in such event, the Purchaser agrees to execute a rental contract as may be required by the applicable utility company with respect to the hot water heater and tank.

The Purchaser shall solely be responsible for watering and general maintenance of the sod, trees, shrubs and other landscaping installed on the Real Property or on the street allowance adjacent to the Real Property from and after the Closing Date or from the date that such sod, trees, shrubs or other landscaping is installed, whichever date is later, and the Vendor shall have no obligation in this regard. In the event that the Vendor is required to replace any sod, trees, shrubs or other landscaping as a result of the Purchaser failing to comply with his obligations pursuant to this paragraph, the Purchaser acknowledges that the Vendor shall not be obligated to complete any remedial work unless the Vendor is paid in full by the Purchaser in advance.

The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damaged or diseased trees on the Real Property. After the Closing Date, the Purchaser shall be responsible for the care, removal and replacement of all trees on the Real Property, subject to compliance with zoning by-laws and regulations prescribed by the City from time to time.

The Purchaser acknowledges and agrees that the Vendor shall not be required to give a separate undertaking to the Purchaser on the Closing Date to complete unfinished work or rectify deficiencies and the Purchaser shall not be entitled to a holdback of any amount due and payable to the Vendor on the Closing Date as security for the Vendor's obligations in this regard.

The Purchaser shall not alter the grading or drainage pattern of the Real Property in any way and shall not construct any fences, pools, patios, sheds, decks or similar structures prior to final grading approval without the Vendor's consent. In the event that any additions and/or improvements constructed by the Purchaser on the Real Property alter or affect the grading and/or drainage pattern of the Real Property and/or the Land, the Purchaser agrees to remove any such addition and/or improvement at his own expense, forthwith after receiving written notice from the Vendor, failing which the Vendor may remove same at the Purchaser's sole cost and expense. In addition, the Purchaser hereby indemnifies the Vendor for any damage caused by the Purchaser (or those for whom the Purchaser is responsible in law) to any services or other installations situate on or adjacent to the Real Property.

The Purchaser acknowledges that minor settlement is not unusual with new construction. Consequently, the Purchaser acknowledges and agrees that the Vendor shall not be liable or responsible for the repair or rectification of any exterior work to the Real Property resulting from ordinary settlement, including the settlement of driveways, walkways, patio stones or sodded areas. Nor shall the Vendor be liable or responsible for the repair or rectification of any damage to interior household improvements, chattels or décor caused by material shrinkage, twisting or warpage, unless such matters are covered by the warranties deemed to be given by the Vendor to the Purchaser under the Ontario New Home Warranties Plan Act and for which the Purchaser has made a valid claim in the prescribed form and within the time limit prescribed by the Ontario New Home Warranties Plan Act.

The Purchaser acknowledges that lands in the vicinity of the Real Property may be used for naturalized stormwater management and, in particular, there may be an overland flow drainage ditch and stormwater management pond in the locations identified on the Plan of Subdivision. The Purchaser acknowledges that he has entered into this Agreement with full knowledge of such facilities and that same may not be fenced or protected in any way. The Purchaser acknowledges that such facilities may be dangerous to unattended children or other persons not adequately supervised. The Purchaser hereby agrees to release, indemnify and save harmless the Vendor, Registered Owner and/or City from any and all claims resulting from these matters.

In the event that the Real Property has any drainage swales, catchbasins or other stormwater management facilities, the Purchaser covenants and agrees not to alter any such facilities. In addition, the Purchaser acknowledges and agrees to keep such facilities clear of all debris, leaves, grass and other materials which may prevent the proper operation of such facilities from and after the Closing Date. In the event that the Purchaser fails to comply with these obligations, the Purchaser acknowledges and agrees that he shall be responsible for all damages or injuries which may result.

In the event that the Real Property has a retaining wall, the Purchaser acknowledges and agrees that he shall be responsible for maintaining the retaining wall from and after the Closing Date. In the event that the Purchaser fails to comply with this obligation, the Purchaser shall be responsible for all damages and injuries which may result.

The Purchaser acknowledges that title to the Real Property may be subject to restrictive covenants in favour of the Vendor, Registered Owner and/or City regarding architectural standards, building standards, landscaping standards, maintenance standards and/or other matters regulating any further improvements to the Real Property. Without limiting the generality of the foregoing, the Purchaser acknowledges that such restrictive covenants may regulate and/or restrict the following:

- (a) the location, maintenance, repair and replacement of buildings, structures, swimming pools and/or fencing on the Real Property;
- (b) the installation of antennas and/or satellite dishes on the Real Property;
- (c) the parking of trailers, trucks and/or boats on the Real Property;
- (d) the installation of clothes lines;
- (e) the Purchaser's ability to make changes to the colour of exterior components of the dwelling;
- (f) exterior architecture, character and building materials relating to any improvements to the Real Property;
- (g) tree preservation, earth disposition, grading, drainage, erosion and sedimentation control; and
- (h) other matters designed to preserve the architectural, building, landscaping and maintenance standards established by the Vendor relating to the Real Property and the Land.

The Purchaser covenants and agrees to strictly observe, perform and adhere to all of such restrictions and obligations. The Purchaser acknowledges and agrees that such restrictive covenants may be registered against title to the Real Property and the Land on or before the Closing Date. The Purchaser acknowledges that, on the Closing Date, the Purchaser shall execute a separate document (in the Vendor's standard form, without amendment) incorporating and expanding on the terms and conditions of this paragraph.

The Purchaser acknowledges that any basement of the dwelling may be constructed with a sump pump or other dewatering mechanism to prevent ground water infiltration into the basement. The Purchaser acknowledges and agrees that he shall be solely responsible for maintenance of the sump pump or other dewatering mechanism from and after the Closing Date. The Purchaser acknowledges and agrees that the Vendor shall not be responsible for any water damage caused to any basement improvements or to any chattels located in the basement from and after the Closing Date unless such matters are covered by the warranties deemed to be given by the Vendor to the Purchaser under the Ontario New Home Warranties Plan Act and for which the Purchaser has made a valid claim in the prescribed form and within the time limit prescribed by the Ontario New Home Warranties Plan Act.

## 19. Acknowledgement and Waiver

The Purchaser acknowledges and agrees to comply with the covenants and restrictions contained in Schedule "F" attached hereto.

## 20. Modifications

The Vendor agrees that it shall complete the dwelling in accordance with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office, subject to the modifications permitted by this Agreement. The Purchaser acknowledges having reviewed and approved the plans and specifications relating to the dwelling which is being acquired by the Purchaser from the Vendor pursuant to this Agreement. With respect to any aspect of construction, materials, finishes, colours, appliances, fixtures, equipment or dimensions relating to the Real Property, the Vendor shall have the right without notice to or consent from the Purchaser to make any changes to the plans and to substitute materials, finishes, colours, appliances, fixtures, equipment or dimensions from those described in the Agreement of Purchase and Sale or in the plans and specifications associated therewith, provided that the substituted items are of substantially equal or better quality, planning and construction. Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees to the following, all without notice to the Purchaser and without compensation or abatement to the Purchase Price:

- (a) The Purchaser acknowledges and agrees that the Vendor may, from time to time, modify, change or vary any elevations, specifications or plans pertaining to the Real Property (including architectural, structural, engineering, landscaping, grading, mechanical, site service or other plans), as well as the location of any utilities, meters or other equipment located within the basement of the dwelling (which may, in turn, result in a decrease of the useable space in the basement including a reduction in basement ceiling height clearance) in order to accommodate any physical, building and/or material supply/installation constraints encountered during construction, as well as to reflect or incorporate any municipal, site plan approval and/or architectural control requirements.
- (b) The Vendor shall have the right to construct the elevation as shown on Schedule "E" attached hereto or, the reverse mirror image of the dwelling, including reversal of the garage siting and reversal of the interior floor plan layout.
- (c) The Purchaser acknowledges that any representation to the Purchaser as to the ceiling height of any room is approximate only and that such height may be reduced in all or in some portions of the room as a result of bulkheads, ducts, fans or other similar installations.
- (d) As of the date of this Agreement, the final site plan relating to the Land showing the actual siting of the dwelling on the Lot may not have been completed by the Vendor or approved by the City. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the dwelling on the Lot in a location or angle different than as depicted in the sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement.
- (e) The Purchaser hereby acknowledges that, as of the date of this Agreement, final grading plans relating to the Lot and/or the Land may not have been completed by the Vendor or approved by the City. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement which may require the installation of a step or series of steps to the front door, side door, rear door or any other door of the dwelling. In addition, the Purchaser acknowledges and agrees that the grading of the lot may require the use of a retaining wall or walls on the lot or on adjoining properties.
- (f) In the event that this Agreement calls for the construction of a walkout basement and such is not possible pursuant to final approved grading, engineering and/or site plans, the Purchaser shall accept a credit to the Purchase Price in lieu thereof.

If this Agreement does not call for a walkout basement and such is required by the City pursuant to final approved grading, engineering and/or site plans, the Purchase Price shall be increased by the cost of constructing a walkout basement. The amount of the credit to the Purchase Price or the additional cost of constructing the walkout basement shall be determined by the Vendor in its sole and absolute discretion acting reasonably.

- (g) In the event that the plans for the Real Property contemplate direct access from the garage to the dwelling, the Purchaser acknowledges that such feature is subject to the specific grading requirements of the lot and, at the time of executing this Agreement, the Vendor does not yet know whether it will be necessary to construct stairs from the garage to the dwelling and, if so, the number of steps and risers that will be required. The Purchaser acknowledges that, depending upon the location of the access and the number of steps and risers required to be constructed, the presence of stairs in the garage may reduce the number of cars that can be accommodated in the garage. In the event that access can be constructed with three or fewer risers, the access and stairs shall be constructed by the Vendor without notice to the Purchaser. In the event that access can only be constructed with four or more risers, the Vendor shall advise the Purchaser in writing and the Purchaser shall have seven days from receipt of such notice to advise the Vendor in writing whether or not the Purchaser wants the Vendor to construct such stairs and access. In the event that the Purchaser does not respond to the Vendor in writing within seven days, the Purchaser shall be deemed to have advised the Vendor that it does not want the Vendor to construct the access and stairs. In the event that the Purchaser instructs the Vendor not to construct the access or does not respond, the Purchaser shall not be entitled to any compensation or abatement to the Purchase Price.
- (h) The Purchaser acknowledges that, notwithstanding, anything contained in any brochures, drawings, plans, advertisements or other marketing materials, or any statements made by the Vendor's sale representatives, there is no warranty or representation contained herein or elsewhere on the part of the Vendor as to the area of the lot or dwelling. The Purchaser further acknowledges that all such dimensions or other data are approximate only and that the Purchaser is not acquiring the lot or dwelling on a price per square foot basis. Accordingly, the Purchaser shall not be entitled to any abatement or refund of the Purchase Price based on the precise area of the lot and/or dwelling.
- (i) The Purchaser acknowledges and agrees that the Vendor may revise the configuration of the lots on the Plan of Subdivision, the alignment of lot boundaries and the numbering sequence for the lots prior to registration of the first phase of the Plan of Subdivision, in the sole and absolute discretion of the Vendor.
- (j) The Purchaser acknowledges that the area of the lot, as represented to the Purchaser by the Vendor's sales representative or by any brochures, drawings, plans, advertisements or other marketing materials, is approximate only. The Purchaser acknowledges that the Purchase Price is not directly a function of the area of the lot and, consequently, in the event that the final area of the lot as shown on the registered Plan of Subdivision is less than the area of the lot as represented to the Purchaser at the time of executing this Agreement, the Purchaser acknowledges and agrees that he shall not be entitled to any reduction or amendment to the Purchase Price.

## 21. Assignment

The Purchaser covenants and agrees not to advertise for sale, list for sale, offer for sale, sell or enter into any other agreement, conditional or otherwise, to sell the Real Property or assign the Purchaser's interest in this Agreement to any person until after Closing, without the express written consent of the Vendor, which consent may be withheld, conditioned or delayed in the sole and unfettered discretion of the Vendor. Any offering for sale, assignment, sale or other disposition of the Purchaser's interest in the Real Property or this Agreement prior to Closing shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the

Vendor to terminate this Agreement, in which event, the Vendor shall be entitled to retain all deposits as liquidated damages and not as a penalty and the Purchaser shall have no further interest in the Real Property or this Agreement, nor any claim for damages, costs, expenses, loss of bargain or other amounts whatsoever against the Vendor. In the event the Vendor, in accordance with the foregoing, provides its consent to any assignment of this Agreement, the Purchaser shall pay to the Vendor an assignment fee of \$10,000.00 plus HST, together with all legal fees incurred by the Vendor in connection with same.

The Purchaser acknowledges and agrees that the Vendor shall have the right, at any time prior to Closing, to assign its interest in this Agreement to any other party (the “Assignee”) without notice to or consent from the Purchaser. Provided that the Vendor delivers to the Purchaser a written covenant of the Assignee agreeing to be bound by all of the terms and conditions of this Agreement and confirming that the Assignee is registered with Home Construction Regulatory Authority, the Vendor originally named in this Agreement shall be deemed to have been relieved of all obligations and fully released with respect to this Agreement effective as of the date of such written covenant, and the Assignee shall be deemed to be the Vendor for the purposes of this Agreement.

## **22. Tender**

The parties waive personal tender and agree that failing other mutually acceptable arrangements, tender may be validly made if made on the solicitor for the party being tendered on. The Purchaser agrees that payment must be made or tendered by bank draft or certified cheque. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements to do so in case the Purchaser should complete the transaction. Notwithstanding the foregoing, in the event that the Purchaser or his solicitor indicates or expresses to the Vendor or its solicitor, either verbally or in writing, on or before the Closing Date, that the Purchaser is unable or unwilling to complete this purchase transaction, or if same becomes apparent from the actions of the Purchaser and/or their solicitor, the Vendor shall be relieved of any obligation to make any formal tender on the Purchaser or his solicitor and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.

## **23. No Registration**

The Purchaser covenants not to register this Agreement, notice of this Agreement, any caution, certificate of pending litigation, or any other document against title to the Lot and/or the Land. In the event that the Purchaser does not comply with this obligation, the Purchaser shall be in default and the provisions of paragraph 30 shall apply. Alternatively, the Vendor may, as agent and attorney of the Purchaser, remove any such encumbrance from the title to the Lot and/or the Land (at the Purchaser’s sole cost and expense). In this regard, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor as his agent and attorney in fact and in law.

## **24. Force Majeure**

The Purchaser acknowledges and agrees that if the Vendor is delayed, hindered in or prevented from the performance of any obligation under this Agreement for reasons beyond its control, including, without limiting the generality of the foregoing, delays caused by strikes, fire, storm, earthquake, explosion, energy shortages, sabotage, labour disputes, labour shortages, litigation, work stoppages, transportation embargoes or delays, failure or shortage of materials, trades or machinery, default by its contractors, civil insurrection, floods, acts of God, epidemic, pandemic, objections to the development of the project from adjoining land owners or ratepayer groups, delays in obtaining development approvals from the City and other events of force majeure. In such event, the Closing Date shall be extended accordingly and the Purchaser acknowledges and agrees to accept such extended Closing Date without compensation or abatement to the Purchase Price. Extensions to the Closing Date required as a result of an event contemplated by this paragraph shall be in addition to those specified by paragraph 12 hereof.

## **25. Covenants Shall Not Merge**

The Purchaser covenants and agrees that all covenants herein given by him shall not merge on the closing of this transaction but shall remain in full force and effect. The Purchaser shall give

to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after the Closing Date.

## **26. Risk Prior to the Closing Date**

The Real Property shall be and remain at the risk of the Vendor until the Closing Date. If any part of the Real Property is damaged before the Closing Date, the Vendor may either repair the damage and complete this transaction or cancel this Agreement, at the Vendor's sole and absolute discretion. In the event of cancellation, the Deposit shall be returned to the Purchaser without interest or deduction and the Purchaser acknowledges and agrees that the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser whatsoever. The Purchaser acknowledges that all insurance policies arranged by the Vendor and all insurance proceeds payable pursuant to such policies shall be for the sole benefit of the Vendor. In the event that the Vendor elects to repair the damage and complete the transaction contemplated by this Agreement, the Closing Date may be extended by the Vendor for the length of time required by the Vendor to complete the repairs.

## **27. Right of Re-Entry**

Notwithstanding the closing of this transaction and the delivery of title to the Real Property to the Purchaser, the Vendor and its authorized representatives shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Real Property in order to make inspections or to do any work or repairs which may be deemed necessary by the Vendor in connection with the completion, repair or servicing of any installations in the Real Property or any other lot.

## **28. No Interference**

The Purchaser covenants and agrees not to interfere with the completion by the Vendor, or any other party, of any improvements to the Land. Similarly, the Purchaser covenants and agrees not to interfere with the sale or lease by the Vendor of any other dwelling or lot. In this regard, the Purchaser acknowledges and agrees that the Vendor shall have the right to operate sales offices, administration offices, construction offices and model suites in the subdivision. In addition, the Vendor shall have the right to advertise and display signage on the Land.

## **29. Purchaser's Financial Disclosure**

At any time and from time to time prior to the Closing Date, the Purchaser agrees to provide to the Vendor all financial and other information relating to the Purchaser as the Vendor may reasonably require in order to confirm the credit worthiness of the Purchaser and the Purchaser's ability to complete the transaction of purchase and sale contemplated by this Agreement. If the Purchaser fails to provide such information within ten (10) business days of the request for same by the Vendor or its agent, then the Purchaser shall be considered to be in default under this Agreement and the provisions of paragraph 30 shall apply.

## **30. Default**

In the event of default by the Purchaser of any covenant, representation, warranty, acknowledgment or obligation to be performed under this Agreement, and such default continues for ten (10) business days after written notice thereof has been given to the Purchaser or his solicitor by the Vendor or its solicitor, then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the right to declare this Agreement null and void, and in such event the Deposit, all interest accrued thereon, and all other amounts paid to the Vendor with respect to extras or changes to the Real Property ordered by the Purchaser shall be forfeited to the Vendor and shall become the absolute property of the Vendor, without prejudice to or limiting the rights of the Vendor to claim for damages in excess of such amounts.

In the event that the Purchaser or his solicitor indicates to the Vendor or its solicitor either verbally or in writing on or before the Closing Date that the Purchaser is unable or unwilling to complete the purchase or take occupancy of the Real Property, the Vendor, at its option, shall have the right to declare this Agreement null and void, the provisions of the preceding paragraph



with respect to forfeiture shall apply, the Vendor shall be relieved of any obligation to make any formal tender upon the Purchaser or his solicitor and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.

Time shall be of the essence with respect to all payments to be made by the Purchaser to the Vendor pursuant to this Agreement. In the event that the Purchaser is in default with respect to the payment of any amount owing by the Purchaser to the Vendor pursuant to this Agreement, the Vendor shall have the right to declare this Agreement null and void (after giving three days written notice to the Purchaser as contemplated above) or, provided the Purchaser satisfies the Vendor that the Purchaser will complete the transaction, the Vendor may (but shall have no obligation to) elect to complete the transaction of purchase and sale contemplated by this Agreement provided that the Purchaser shall pay interest on the amounts which are in arrears calculated at the rate of 18% per annum commencing on the date on which such amount was due and payable by the Purchaser to the Vendor until the date on which all arrears are paid in full plus all additional legal and other expenses incurred by the Vendor.

### **31. Termination**

In the event that this Agreement is terminated through no fault of the Purchaser, the Deposit shall be returned to the Purchaser without interest or deduction (save for the deduction from the Deposit of any amount payable by the Purchaser for any extras, upgrades and/or changes ordered by the Purchaser and for which payment in full has not yet been received by the Vendor). The Purchaser further acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limiting the generality of the foregoing, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain or any other damages or costs incurred by the Purchaser, directly or indirectly. The Purchaser acknowledges and agrees that this provision may be pleaded by the Vendor as a complete defence to any claim which may be made by the Purchaser against the Vendor.

### **32. Notice**

Any notice required to be given by either party to the other pursuant to this Agreement shall be in writing and such notice shall be sent in the manner prescribed by the Warranty Program Addendum attached as Schedule "B".

### **33. Warning Clauses**

The Purchaser acknowledges that development, subdivision and/or site plan agreements to be entered into by the Vendor with approval authorities may require the Vendor to provide the Purchaser with notice regarding ownership and operation of municipal services, access to the Land, expansion of adjacent roadways and/or regarding any other matter relating to the Land, including easements and warning clauses. The Purchaser agrees to be bound by the content of any such notice, whether given to the Purchaser at the time this Agreement is entered into, or at any time thereafter up to and including the Closing Date. The Purchaser covenants and agrees to execute, forthwith upon the Vendor's request, any acknowledgment confirming the Purchaser's receipt of any such notice if and when required to do so by the Vendor.

### **34. Power of Attorney**

The Purchaser hereby irrevocably authorizes the Vendor to execute the following documentation on his behalf:

- (a) certificate of completion and possession in the event that the Purchaser fails to inspect the dwelling prior to the Closing Date as contemplated by paragraph 10;
- (b) application for the GST/HST New Housing Rebate;
- (c) any documentation required to remove any notice registered by the Purchaser against the Land relating to this Agreement as contemplated by paragraph 23.

In this regard, the Purchaser hereby irrevocably appoints the Vendor to be his lawful attorney for

the purpose of executing the documentation referenced above. The Purchaser confirms that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser and that such appointment and power of attorney shall be irrevocable and is effective as of the date of execution of this Agreement by the Purchaser.

### 35. Electronic Registration

In the event that the electronic registration system (“TERS”) is operative in the Land Registry Office, at the option of the Vendor’s Solicitor, the following provisions shall apply:

- (a) The Purchaser shall be obliged to retain a solicitor in good standing with the Law Society of Upper Canada to represent him in connection with the completion of this transaction, and shall authorize and instruct such solicitor to enter into an escrow closing agreement with the Vendor’s Solicitor (the “Escrow Agreement”) establishing the procedures and timing for completing the transaction contemplated by this Agreement. The Escrow Agreement shall be on the Vendor’s standard form, unamended.
- (b) The delivery and exchange of documents and funds and the release thereof to the Vendor and the Purchaser, as the case may be:
  - (i) shall not occur contemporaneously with the registration of the transfer/deed of land relating to the Real Property; and
  - (ii) shall be governed by the Escrow Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold the same in escrow, and will not be entitled to release the same except in strict accordance with the provisions of the Escrow Agreement.
- (c) If the Purchaser’s solicitor is unwilling or unable to complete this transaction by way of TERS and in accordance with the provisions contemplated under the Escrow Agreement, then the Purchaser’s solicitor shall personally attend at the office of the Vendor’s Solicitor, at such time on the scheduled Closing Date as may be directed by the Vendor’s Solicitor in order to complete this transaction by way of TERS utilizing the computer facilities in the Vendor’s Solicitor’s office, upon payment of a fee of \$250.00 plus HST to the Vendor’s Solicitor.
- (d) The Purchaser expressly acknowledges and agrees that he will not be entitled to receive the transfer for registration until the balance due on closing, calculated in accordance with the statement of adjustments, is either remitted by certified cheque by way of personal delivery or by electronic funds transfer to the Vendor’s Solicitor.
- (e) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor’s Solicitor has:
  - (i) delivered to the Purchaser’s solicitor all closing documents (electronically or otherwise);
  - (ii) advised the Purchaser’s solicitor, in writing, that the Vendor is ready, willing and able to complete this transaction in accordance with the terms of this Agreement; and
  - (iii) completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor’s Solicitor without the co-operation or participation of the Purchaser’s solicitor;

without the necessity of personally attending upon the Purchaser or the Purchaser’s solicitor and without any requirement to have an independent witness evidencing the foregoing.

### 36. Electronic Document Delivery

The Purchaser acknowledges that the Vendor's Solicitor may deliver all closing documents to the Purchaser's solicitor via a secure internet document delivery system. All documentation may be executed by or on behalf of the Vendor and/or the Vendor's Solicitor utilizing electronic signatures in compliance with the Electronic Commerce Act. The Purchaser acknowledges and agrees that the Vendor's Solicitor shall not be required to deliver paper documents to the Purchaser's Solicitor.

### 37. Privacy Legislation

For the purposes of facilitating compliance with the provisions of any applicable federal and/or provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information including, without limitation, the Purchaser's name, home address, e-mail address, facsimile number, telephone number, age, date of birth, marital status, occupation, employment status, current home ownership details and intention regarding rental or owner occupation of the Real Property; residency status, social insurance number, business identification number and HST registration number; and, the Purchaser's financial information, desired suite design and colour/finish selections. The Purchaser acknowledges that this information will be used by the Vendor to facilitate completion of this transaction, for post-closing and after-sales customer care purposes, for the purpose of marketing other projects to the Purchaser and/or for property management purposes. The Purchaser agrees to the disclosure and/or distribution of any or all of such personal information to the following entities, on the understanding that the Vendor shall not sell or otherwise distribute such personal information to anyone other than the following entities:

- (a) companies or legal entities that are associated with, related to or affiliated with the Vendor for the purposes of construction of the project, property management (including leasing the Real Property on behalf of the Purchaser), marketing, advertising and/or selling various products and/or services to the Purchaser;
- (b) third party marketing or data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional information about new condominiums, new subdivisions and/or related services to the Purchaser;
- (c) financial institutions providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser;
- (d) lawyers providing (or wishing to provide) legal services to the Purchaser;
- (e) title insurance companies providing (or wishing to provide) title insurance to the Purchaser;
- (f) the Vendor's construction lender, the project monitor, the Vendor's designated take-out lender, the Home Construction Regulatory Authority, the Tarion Warranty Corporation and/or any insurer engaged in connection with the development and/or construction financing of the project;
- (g) insurance companies providing (or wishing to provide) insurance coverage with respect to the project (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender in connection with the completion of this transaction;
- (h) trades/suppliers or sub-trades/suppliers who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Real Property and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (i) providers of cable television, telephone, telecommunication, hydro-electricity, gas

and/or other similar or related services to the property (or any portion thereof);

- (j) relevant governmental authorities or agencies including, without limitation, the Land Registry Office, the City, the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Customs & Revenue Agency (i.e. with respect to the HST);
- (k) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the Income Tax Act; and
- (l) the Vendor's Solicitor or Purchaser's solicitor to facilitate Closing, including the closing by electronic means via the Teraview Electronic Registration System and electronic delivery of documentation via the internet.

**38. General Contract Provisions**

- (a) Time shall be of the essence of this Agreement.
- (b) This Agreement, when executed by both the Vendor and Purchaser, shall constitute a binding agreement of purchase and sale.
- (c) This Agreement may be executed in counterparts and by means of facsimile transmission or by e-mail.
- (d) The Purchaser acknowledges and agrees with the Vendor that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the Real Property, other than expressed in this Agreement.
- (e) The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
- (f) The representations, warranties, covenants and obligations of the Purchaser contained in this Agreement which are not completely fulfilled, satisfied and/or completed as of the Closing Date shall not merge upon but shall survive closing, in full force and effect, and shall enure to the benefit of the Vendor and its successors and assigns.
- (g) Terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and, as the context of this Agreement permits, their respective heirs, executors, administrators, successors and assigns.
- (h) Each provision of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any provision shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event, all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision has never been included herein.
- (i) Reference to any statute in this Agreement shall be deemed to include any regulations relating to such statute and all amendments to such statute and/or regulations, from time to time. In addition, reference to a specific section, paragraph and/or clause of any statute or regulation shall be deemed to include reference to any corresponding provisions of future law. This provision also relates to builder bulletins published by the Warranty Program from time to time.
- (j) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

**Schedule “B”**

**Warranty Program Addendum**

**[NTD: Ensure that all adjustments provided in Section 4 herein are included in the Addendum.]**

Sample

## **Appendix A to Warranty Program Addendum**

### **Early Termination Conditions**

This Agreement is conditional upon compliance with the provisions of the Planning Act, as amended or restated from time to time, on or before the Closing Date. The Purchaser acknowledges that this condition is for the sole benefit of the Vendor. If such condition is not satisfied, the Vendor may, by notice in writing to the Purchaser given on or before the date referred to herein, terminate this Agreement in which case the Deposit shall be returned to the Purchaser without interest or deduction and the parties shall have no further obligations with respect to this Agreement. If the Vendor does not give written notice within the time limit referred to herein, the Vendor shall be deemed to have waived such condition. In addition, the Purchaser hereby acknowledges that the Purchaser shall have no claim for damages, costs, expenses, loss of bargain, or other amounts whatsoever in the event that the Vendor terminates this Agreement.

Confirmation by the Vendor, within ten (10) business days of receipt of the Purchaser's requested financial information, that it is satisfied the Purchaser has the financial resources to complete the transaction, provided that such determination to be made no later than sixty (60) days from the later of: (i) execution of this Agreement by both parties; and (ii) the waiver by the Purchaser of its early termination condition contained herein. The Purchaser acknowledges that this condition is for the sole benefit of the Vendor. If such condition is not satisfied, the Vendor may, by notice in writing to the Purchaser given on or before the date referred to herein, terminate this Agreement in which case the Deposit shall be returned to the Purchaser without interest or deduction and the parties shall have no further obligations with respect to this Agreement. If the Vendor does not give written notice within the time limit referred to herein, the Vendor shall be deemed to have waived such condition. In addition, the Purchaser hereby acknowledges that the Purchaser shall have no claim for damages, costs, expenses, loss of bargain, or other amounts whatsoever in the event that the Vendor terminates this Agreement.

Confirmation by the Vendor, within nine (9) months following the execution of this Agreement by both parties, that it has obtained financing for the construction of the project on terms satisfactory to the Vendor in its sole discretion. The Purchaser acknowledges that this condition is for the sole benefit of the Vendor. If such condition is not satisfied, the Vendor may, by notice in writing to the Purchaser given on or before the date referred to herein, terminate this Agreement in which case the Deposit shall be returned to the Purchaser without interest or deduction and the parties shall have no further obligations with respect to this Agreement. If the Vendor does not give written notice within the time limit referred to herein, the Vendor shall be deemed to have waived such condition. In addition, the Purchaser hereby acknowledges that the Purchaser shall have no claim for damages, costs, expenses, loss of bargain, or other amounts whatsoever in the event that the Vendor terminates this Agreement.

This Agreement is conditional, for a period of ten (10) calendar days from the date of execution of this Agreement by the Vendor and the Purchaser (the "Conditional Period"), upon the Purchaser having the Agreement reviewed by the Purchaser's solicitor. Unless the Purchaser delivers written notice prior to the expiry of the Conditional Period that the conditions in this paragraph have not been satisfied, these conditions shall be deemed to have been waived by the Purchaser. In the event that the Purchaser delivers written notice to the Vendor prior to the expiry of the Conditional Period that the conditions in this paragraph have not been satisfied, then this Agreement shall be null and void and the Deposit shall be repaid without deduction to the Purchaser and the parties hereto shall be relieved of any obligation or liability hereunder.

## Schedule "C"

### 44' SINGLES LUXURY STANDARD FEATURES

#### Exterior Details & Quality Construction

- Architecturally controlled and designed pre-cast, stone, brick, and/or stucco as per applicable elevation.
- All elevations, exterior colour scheme and materials are architecturally controlled. Decorative architectural columns, low maintenance pickets and railings, as per applicable plan.
- 2 Exterior porch lights and/or soffit pot lights on front façade as per elevation. Premium quality argon filled vinyl casement windows with pre-cast windowsills, headers, and trim on front façade. All operable windows have screens.
- Upgraded 8' high painted fiberglass front entry door with sidelights, weather stripping and black/antique bronze finishes grip set and deadbolt, as per applicable plan.
- Two-car garage with steel insulated sectional roll-up doors, glass inserts, door openers with remote, as per model.
- Colour coordinated self-sealing asphalt roof shingles with a limited lifetime manufacturer warranty.
- Maintenance free aluminum soffit, fascia, eaves through, and downspouts.
- 9' basement ceilings, poured concrete basement floors and foundation walls with damp proofing, weeping tiles, and drainage membrane where required.
- Basement windows to be maintenance-free structural vinyl.
- Cold cellar provided in basement with weather stripping, steel insulated door, and light.
- 2" x 6" exterior wall construction.
- Poured concrete front porches and stairs. Asphalt paved driveway.
- Decorative front house number.
- Fully gardened and sodded lots to meet requirements of the Municipality, as per approved plan.

#### Interior Features

- Approximately 10' ceilings on main floor, approximately 9' ceilings on second floor, and approximately 8' on third floor loft, (excluding sunken or raised areas, dropped ceilings, stairways, and low headroom areas due to structural or mechanical).
- Smooth ceilings throughout all finished areas.
- Doorway from garage to mud room area, as per grading permits
- Stained oak solid wood staircase with wood posts, handrail, and metal pickets, as per plan.
- 7" baseboard on the main floor, 5" baseboard on all other floors where applicable with complimenting casings throughout.
- Smooth interior doors with satin nickel finish interior hinges, privacy lever handles. 8' on the main floor, 7' on other floors where applicable.
- Quality paint on interior walls, Purchaser's choice from Vendor's standard samples. Interior doors and windows to be trimmed throughout in finished areas.
- Interior doors and woodwork trim to be finished with solid color paint.
- Wire shelving installed in all closets.
- Electric fireplace in the living area, as per plan

#### Flooring

- Pre-finished 5 1/2" engineered hardwood flooring throughout main floor, second floor, and third floor loft except for tiled areas, as per plan from Vendor's standard samples. Superior engineered floor joists system including 3/4" subfloor. All subfloors to be tongue and groove and are glued, screwed, and sanded.
- 12" x 24" ceramic or porcelain tile flooring throughout foyer, powder room, bathrooms, and mud room and laundry room, as per plan from Vendor's standard samples.

## 44' SINGLES LUXURY STANDARD FEATURES (CONT'D)

### Kitchens & Appliance

- Purchaser's choice of custom designed kitchen in a variety of styles, finishes and colours, quartz/granite countertop, from Vendor's standard samples.
- Tiled kitchen backsplash, from Vendor's standard samples.
- Kitchen island in a variety of styles, finishes and colours, from Vendor's samples. Double bowl stainless steel undermount kitchen sink with single lever pull-out faucet. Exhaust hood fan over stove area, vented to exterior.
- Fully equipped KitchenAid stainless steel finish kitchen appliance package includes refrigerator, range, hood, and built-in dishwasher.
- Dedicated electrical outlet for refrigerator, as per plan. Split electrical outlets at counter level for small appliances.

### Bathrooms Finishes

- Purchaser's choice of deluxe cabinetry in bathroom(s) and powder room with quartz or granite countertop and undermount sinks available from Vendor's standard samples, as per plan.
- Porcelain or ceramic wall tiles in all bathtub enclosures up to the ceiling, from Vendor's standard samples, as per plan.
- Spa-inspired freestanding bathtub in primary ensuite with floor mounted faucet(s). Separate glass shower stall(s), where applicable, with marble jamb, porcelain/ceramic tiles and frameless glass shower enclosure, as per plan.
- All showers to have waterproof pot light.
- Vanity mirrors in all bathrooms and powder room with vanity lighting above.
- Single lever faucets in all bathrooms and powder room with mechanical pop up drain. Exhaust fans in all bathrooms and powder room.
- Privacy locks on all bathroom doors.
- Upgraded white one-piece elongated toilet. Energy-efficient water saving toilet tanks. Bathroom accessories to include tower bar and toilet tissue dispenser.

### Lighting and Electrical, Gas, and Plumbing Details

- 200-amp electrical service with circuit-breaker panel.
- Two or three waterproof exterior electrical outlets, one at rear, one at front entry, one on accessible front balconies where applicable, location(s) to be determined by Vendor. Three electrical outlets in garage: one on wall, two in ceiling for future garage door opener (per garage door).
- Garage EV Charger Rough-in, as per plan.
- 10 interior pot lights on the main floor and second floor.
- One USB charger/duplex receptable at kitchen counter and one in primary bedroom. Gas line to rear for future barbeque hook-up, location to be determined by Vendor. Smoke detectors with electrical connection on each floor, including basement. Includes CO detectors.
- Two exterior hose bibs, location to be determined by Vendor.
- Two high efficiency Heating System(s) with HRV, thermostat included.

### Warranty

- All homes are backed by Tarion New Home Warranty Program.
- The home is warranted against major structural defects for a period of seven (7) years. The home is warranted for defects in workmanship and materials on electrical, plumbing, heating and building envelope for two (2) years.
- The home is free from defects in workmanship and material for one (1) year.



**NOTE - THE SMALL PRINT**

*Specifications, terms and conditions are subject to change without notice. Vendor has the right to substitute materials and fixtures of comparable or better value. E. & O. E. Purchaser shall have the right to select exterior cladding package on single and semi-detached dwellings (subject to architectural control), floor coverings, wall tiles, cabinets and countertops from the Vendor's standard samples, subject to timely availability from the Vendor's normal suppliers. Furnace and hot water tank locations are subject to change without notice. Some glazing on exterior renderings may be decorative glass and not see-through. The Vendor offers an extensive array of optional items and upgrades, at an additional cost. The purchaser acknowledges and agrees that variations in colour and shade uniformity may occur and the colours, patterns and availability of samples displayed in the Sales Presentation Centre may vary from those displayed and available at time of colour selection. Hardwood flooring may react to normal fluctuation in humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. The Purchaser acknowledges that the Vendor's sales office has been decorated for public display purposes and contain certain features upgrade finishes, optional items and custom changes that are not included in the basic model. Renderings of house elevations are artists' impression and detailing may vary from that shown.*

*As provided in paragraph 20 of Schedule "A" attached to the Agreement of Purchase and Sale, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule or in the plans and specifications relating to the Real Property provided that the substituted products and materials are of a quality substantially equal to, or better than, the products and materials originally disclosed to the Purchaser.*

*The Purchaser acknowledges that variations from the Vendor's samples may occur in kitchen cabinets, vanity cabinets, floor finishes, wall finishes and other finishing materials as a result of normal production processes. In addition, natural stones and woods are subject to variations in colour, shade, grain, pattern and texture. Tile and broadloom are subject to pattern, shade and colour variations. Seams may be visible when broadloom is laid.*

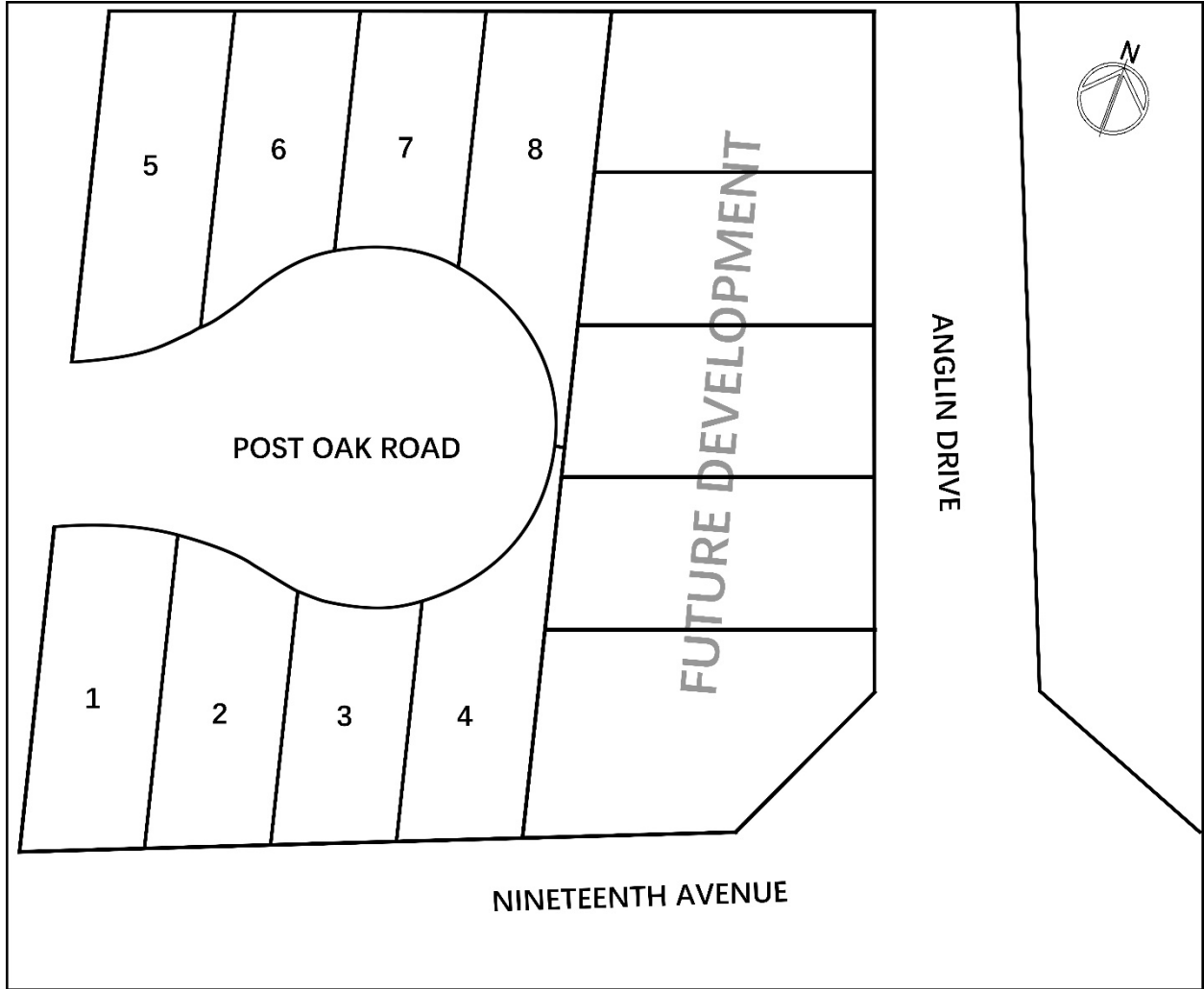
*As provided in paragraph 8 of Schedule "A" attached to the Agreement of Purchase and Sale, the Purchaser agrees to select all finishing items from the Vendor's available samples within 30 days after notice has been given by the Vendor to the Purchaser requesting the Purchaser to make selections from the available samples and the Purchaser agrees to attend at the location specified by the Vendor in order to make such selections. The Purchaser further agrees that if any alterations, additions and/or upgrades are desired to be made to the kitchen that the Purchaser will attend the office of to make such alterations, additions and/or upgrades. If any such items are unavailable to the Vendor or the acquisition thereof by the Vendor may result in the delay in the construction of the dwelling or any other dwelling in the project, then on 10 days' notice from the Vendor the Purchaser shall re-attend at the Vendor's office and make a selection from the Vendor's available substitute finishing items. If the Purchaser fails to make selections following notice from the Vendor, then the Vendor shall be entitled to select such finishing items and the Purchaser agrees that such selections made by the Vendor shall be binding on the Purchaser. Subject to compliance with the regulations, by-laws and bulletins issued by the Home Construction Regulatory Authority and the Tarion Warranty Program, if the Purchaser fails to make his selections following notice from the Vendor, then the Vendor shall be entitled to select such finishing items and such selections by the Vendor shall be binding on the Purchaser.*

*The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature listed above which is omitted at the Purchaser's request. References to model types or model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent model. All dimensions, if any, are approximate. All specifications and materials are subject to change without notice.*

Schedule "D"

Site Plan

Purchasers must circle and initial the Lot being purchased



**Schedule “E”**

**Dwelling Plans and Elevations**

**[NTD: Sales team to insert correct dwelling plan and elevation for particular agreement.]**

Sample

## Schedule “F”

### Warning, Covenants and Restrictions Required by the City

The Purchaser acknowledges and covenants as follows (any defined terms used but not defined herein shall have the meaning ascribed thereto in the Subdivision Agreement to be entered into by the Vendor):

**1. Retaining Walls**

Purchasers are advised that where retaining walls are shown on the lot grading plan referred to in Schedule "B" to the Subdivision Agreement for this plan or on the individual lot grading plan(s) filed pursuant to section A.22 of the Subdivision Agreement, it is the requirement of the City that such retaining walls be constructed on private property and that they be maintained by the individual owners of the lot(s). Further, the Purchaser is advised that the individual lot grading plan(s) filed pursuant to the said section A.22 may result in a change to the grading plan and features shown on the plan referred to in Schedule "B" of the Subdivision Agreement. The Purchaser should contact the City engineering department to review the approved individual lot grading plan(s).

**2. Grading Details**

Purchasers are advised that the City has reserved the right to amend the provisions and details shown on the grading plan referred to in Schedule "B" to the Subdivision Agreement for this plan by either an amendment to the Subdivision Agreement (which may or may not be registered on title) or by the approval of (or amendment of) the individual lot grading plan(s) filed pursuant to Section A.22 of the Subdivision Agreement. The Purchaser is further advised that such amendments may result in alterations to any features shown on Schedule “K” of the Subdivision Agreement or the addition of features not shown on the grading plan, including but not limited to retaining walls. Purchasers are advised to consult with the construction section of the City's transportation and works department to ascertain the details of the approved grading for any individual lot and are cautioned not to rely solely upon the provisions and details shown on the grading plan.

**3. Community Mailboxes**

Notwithstanding current objections of the City of Richmond Hill to this policy, it is likely that there will be no door-to-door mail delivery. Canada Post Corporation intends to service the lands through the use of community mailboxes or group boxes and does not intend to implement door-to-door mail delivery to it in the future.

**4. Public Transport System**

The Region of York and the City of Richmond Hill are committed to providing an extensive public transit system within the City of Richmond Hill.

Public transit is a service under the jurisdiction of the Region of York. It is possible that a public transit route will be established through this subdivision or part of it in the future. The Region of York reserves the right to promote the introduction a bus route on any street in order to reach the goal of providing an extensive transit system. This will include bus-stops and bus shelters.

For information on existing transit services as well as possible future transit services, the Purchaser should contact York Region Transit at 905-762-2100 or 1-866-668-3978 for YRT route maps, future plan maps or they may visit the Region’s transit web site at [transitinfo@york.ca](mailto:transitinfo@york.ca).

**5. Placement of Objects within Public Highways**

Purchasers are advised that they are not permitted to place, or permit to be placed, any fence, tree, shrub, bush, hedge, landscape berm, signboard or other object within a public highway or within the Lands laid out on the plan for a public highway, whether or not such lands actually contain a paved portion of a public highway. Without limiting the generality of the foregoing, Purchasers are advised that no driveway curb or pillar may be placed within a public highway or within the lands laid out on the plan for a public highway, whether or not such lands actually contain a paved portion of a public highway and no driveway placed within such lands shall be constructed or altered so as to interfere with the operation of any municipal service, such as snow removal equipment.

**6. Right of Entry**

Purchasers are hereby advised that section A.22 of the Subdivision Agreement provides that the City of Richmond Hill shall have the right to enter upon the lands in order to carry out lot grading in accordance with that section.

**7. Lot Grading Security**

The lot grading security delivered to the City of Richmond Hill pursuant to the Subdivision Agreement is assurance for the sole benefit of the City of Richmond Hill that the developer will comply with the requirements for lot grading to the satisfaction of the City of Richmond Hill. It is in the nature of a direct relationship between the City of Richmond Hill and the financial institution issuing the security and may be realized upon by the City of Richmond Hill only in accordance with and for the purposes set out in the Subdivision Agreement. If the Purchaser pays the developer or any other party any amount to secure or reimburse the developer or any such other party for the lot grading security the recovery of that security from the developer (or other third party) is a private matter between the purchaser and the payee. The City of Richmond Hill will not be able to realize upon the security to reimburse the purchaser under any circumstances.

**8. Important Notice to Purchasers**

An application has been made for this project and all approvals required for the issuance of building permits for this project may not have been granted. For further information, call the City's Planning and Infrastructure Department at 771-8910, file 19t-18011.

**9. Placement of Material within Parkland or Natural Heritage Lands**

Purchasers are advised that they are not permitted to place, or permit to be placed, any debris, junk, rocks, stumps, trees, shrub, bush, hedge, landscape berm or fill of any kind or other object within parkland or natural heritage lands.

Purchasers are further advised that they are not permitted to place, or permit to be placed, a gate in any fence erected on such lands and that they shall not have direct access from their own property to such lands. Not permitted to cause or allow to be undertaken on any such lands any activity other than permitted by the City of Richmond Hill in accordance with its by-laws and/or practices without the express permission of the City of Richmond Hill's commissioner, planning and infrastructure.

**10. Street Trees**

Purchasers are advised that while the city has imposed a charge for tree planting based upon the number of residential units within the plan(s), there is no guarantee or representation that a tree will be placed on the untravelled portion of the public highway in front of the residential unit the Purchaser is buying. The use of the number of residential units is solely a method of calculating the charge. If the Purchaser pays the developer or any other party any amount for tree planting or street trees, that is a private matter between the purchaser and the payee. the City of Richmond Hill is not obligated in any manner whatsoever to plant a tree in front of any particular residential unit.

**11. Park Development**

Purchasers are advised that community uses are intended for the parkland in the vicinity of the property and that such uses may result in increased traffic on the streets adjacent to or in the vicinity of the property. The property may be affected by noise and lighting from the parkland which may interfere with some activities of the building occupants.

**12. Natural Heritage Lands and Recreation Trail System**

Purchasers are advised that the City of Richmond Hill intends to install or has installed recreational trail systems within natural heritage lands within, adjacent to and/or in the vicinity of the plan. trail uses may result in increased pedestrian and non-motorized vehicular use of those types of public lands adjacent to or in the vicinity of the property.

**13. Encroachments**

Purchasers are advised that encroachments of any kind are not permitted on parkland, stormwater management facility blocks or natural heritage lands.

**14. Notice – Allocated Sewage Capacity**

Purchasers are advised that the City of Richmond Hill has allocated sewage capacity for the lots or blocks on the plan of subdivision subject to the policies adopted by the council of the City of Richmond Hill from time to time. One of those policies is that such allocation may be revoked if the assigned capacity is not utilized within two years from the date of allocation. Availability of such sewage capacity is a pre-condition of the issuance of any building permits for any residential dwelling units within the plan. for further information, please contact, the Planning and Infrastructure Department at 771-8800, file 19t-18011.

**15. Notice – Noise – Sound Levels**

Purchasers are advised that sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks, or any successor ministry thereof.

**16. Notice – Noise – Sound Levels**

Purchaser are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks, or any successor ministry thereof.

**17. Notice to Purchasers – Noise – Central Air Conditioning Provision**

This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks, or any successor ministry thereof. If air conditioning is installed, the air-cooled condenser unit shall have a sound rating not exceeding 7.6 bels and shall be located so as to have the least possible noise impact on outdoor activities of the occupants and their neighbours.

**18. Notice to Purchasers – Noise – Central Air Conditioning**

This dwelling unit has been supplied with air conditioning which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within

the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks, or any successor ministry thereof. If air conditioning is installed, the air-cooled condenser unit shall have a sound rating not exceeding 7.6 bels and shall be located so as to have the least possible noise impact on outdoor activities of the occupants and their neighbours.

**19. Notice to Purchasers – Noise Attenuation Barriers**

Purchasers are advised that where noise attenuation fences are shown on the plans, profiles and drawings referred to in Schedule “B” of the Subdivision Agreement with the City of Richmond Hill, it is the requirement of the City of Richmond Hill that such noise attenuation fences be constructed on private property and that they be maintained by the individual owners of the lot(s) to the satisfaction of the City of Richmond Hill.

**20. Notice to Purchasers – Sump Pumps**

Purchasers are advised that as a result of the shallow depth of the storm sewers servicing the lands within the plan and in the vicinity of the plan, each dwelling unit has been equipped with an electrical sump pump. The Purchaser acknowledges that maintenance of the sump pump is and shall remain the sole responsibility of the owner of the dwelling unit from time to time. The Purchaser acknowledges that the Corporation of the City of Richmond Hill shall not be liable for any damages, losses or costs incurred in any manner whatsoever in the event of failure to install such sump pump, the removal of such sump pump, the failure or inadequacy of such sump pump, the failure to maintain such sump pump and the failure of such sump pump to prevent water or moisture from entering or collecting within the dwelling unit for any reason whatsoever.

**21. Notice to Purchasers – Engineered Fill or Special Building Techniques**

Purchasers are advised that the property may have received or may receive engineered fill. Purchasers are further advised that unless the property has received or will receive such engineered fill, it may require special building techniques for the foundation and/or superstructure of the building(s) on the property. Purchasers are further advised that, in any event, special building techniques may be required to provide support for any other structures built on the property, including such structures as swimming pools and decks.

**22. Notice to Purchasers – Cash in lieu of Parkland**

Purchasers are further advised that prior to the issuance of a building permit, the City of Richmond Hill will require the payment of cash in lieu of parkland pursuant to Section 42 of the Planning Act. This payment is an obligation of the owner of the property at the time of the issuance of a building permit and, if the Purchaser wishes the developer of the plan or any other party to be responsible for payment of this cash in lieu of payment, that is a private matter which does not relieve the owner of the property at the time of the issuance of a building permit from responsibility to pay the cash in lieu.

**Schedule "X-1"**

**Upgrades Included in Purchase Price**

Vendor: Yonge 19<sup>th</sup> Avenue Joint Venture Ltd. \_\_\_\_\_

Purchaser: \_\_\_\_\_

Lot: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Subject to the terms and conditions contained in this Agreement, the following optional upgrades are hereby included as part of your Agreement and the prices listed below have been reflected in the Purchase Price noted herein:

Description	Price
N/A	N/A
The above upgrades have been included in the Purchase Price	

**[NTD: Sales team to include any upgrades included in Purchase Price]**

Sample



**Schedule “X-2”**

**Bonus Features**

Subject to the terms and conditions contained in this Agreement, the following additional terms and features are hereby incorporated into this Agreement:

**[NTD: Sales team to include any bonus features.]**

Sample