

# AGREEMENT OF PURCHASE AND SALE

## I. THE PARTIES

Purchaser(s) Name:  
 Address:  
 Telephone: Res: Cell: Bus:  
 Email:

The Purchaser's municipal address and email address for delivery of any notices pursuant to this Agreement or the Act are the addresses set out in the Tarion Addendum (or above if not set out in the Tarion Addendum).

1.1. Vendor Name: **PD WELLINGTON (HOMES) INC.**  
 Address: **1 Herons Hill Way, Toronto, Ontario, M2J 0G2**  
 Telephone: **(416) 756-1972**

## 2. THE PROPERTY

2.1. **Potl Number/Part Number:** **Block Number\*\*:**  
 (\*\*Block Number reference is for construction purposes only and is not a legal description)

2.2. Dwelling Type:

2.3. Legal Description: The lands and premises in the Town of Aurora (the "Municipality"), presently forming and comprising a portion of those lands described as portions of Part of Block 39, Plan 65M4731, Town of Aurora, and as generally described on the site plan attached hereto as Schedule "S" (the "Real Property" or "Potl") and on which has been or is to be constructed a dwelling house as hereinafter provided (the "Dwelling")

## 3. THE PURCHASE PRICE

3.1. The Vendor agrees to sell and the Purchaser agrees to buy the Potl for the purchase price (The "Purchase Price") of \_\_\_\_\_ in lawful money of Canada, which purchaser covenants to pay to the Vendor as deposits (collectively, the "deposit monies") as follows:

1st deposit	Deposit due date:
2nd deposit	Deposit due date:
3rd deposit	Deposit due date:
4th deposit	Deposit due date:
5th deposit	Deposit due date:
6th deposit	Deposit due date:
7th deposit	Deposit due date:

The Purchaser agrees to deliver post-dated cheques in the amounts set out in subparagraphs (a), (b), (c), (d) and (e) upon execution of this Agreement.

3.2. In the event that the Purchaser is required to take possession of the Real Property prior to the transfer of title to the Purchaser, the Purchaser agrees to pay any monies required pursuant to this Agreement by wire transfer from the trust account of the Purchaser's solicitor or by certified cheque drawn on the trust account of the Purchaser's solicitor to the Vendor or as the Vendor may direct.

3.3. The Purchaser covenants, promises and agrees to pay the balance of the Purchase Price by wire transfer from the trust account of the Purchaser's solicitor or by certified cheque drawn on the trust account of the Purchaser's solicitor to the Vendor or as the Vendor may direct on the Closing Date (as hereinafter defined), subject to the adjustments hereinafter set forth.

## 4. SCHEDULES

4.1. The following Schedules to this Agreement are annexed hereto and form part hereof and are integral to this Agreement. The Purchaser acknowledges that he/she has read this Agreement and Schedules of this Agreement.

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|--|--|
| Schedule "A" – General Provisions  | Schedule "N" – Prohibition on the Purchase of Residential Property by Non-Canadians          |
| Schedule "B" – Features & Finishes   | Schedule "R" – Acknowledgement of Receipt  |
| Schedule "C" – Occupancy Licence   | Schedule "S" – Site Plan   |
| Schedule "E" – Extras  | Schedule "W" – Warning Provisions and Schedules  |
| Schedule "F" – Common Elements Condominium Interest  | Schedule "Y" – Purchaser's Consent to the Collection and Limited use of Personal Information |
| Schedule "H" – Restrictions  | Schedule "Z" – Floor Plan  |
| Schedule "O" – Statement of Critical Dates and Addendum to Agreement of Purchase and Sale – Delayed Occupancy Warranty (collectively the "Tarion Addendum") and such other Schedules annexed thereto |  |
| Schedule "O" – Warranty Information Sheet - Warranty Information for New Homes in Parcel of Tied Land  |  |

## 5. CLOSING DATE:

5.1. This transaction of purchase and sale is to be completed on the First Tentative Occupancy Date (as defined in the Statement of Critical Dates being a part of the Tarion Addendum as hereinafter defined) or such extended or accelerated date established in accordance with the terms of this Agreement including, without limitation, the Tarion Addendum (the "Closing Date" or "Date of Closing").

## 6. OFFER IRREVOCABLE

6.1. This Offer is irrevocable by the Purchaser until one minute before the close of business on the Irrevocable Date as set out below, after which time, if not accepted, this offer shall be null and void and the deposit monies shall be returned to the Purchaser, without interest and without deduction.

Irrevocable Date: day of \_\_\_\_\_ .

6.2. Notwithstanding anything contained in this Agreement (or in any schedules annexed hereto) to the contrary, it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor or its sales representative a copy of this Agreement originally signed by the Purchaser AND an acknowledgement originally signed by the Purchaser of receipt of the Vendor's Disclosure Statement and a copy of this Agreement duly executed by both parties hereto, within fifteen (15) days from the date of the Purchaser's execution of this Agreement as set out below, then the Purchaser shall be deemed to be in default hereunder and the Vendor shall have the unilateral right to terminate the Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser's initial deposit cheque shall be forthwith returned to the Purchaser by or on behalf of the Vendor without interest.



\_\_\_\_\_  
 Purchaser: (Date of Birth)



\_\_\_\_\_  
 Purchaser: (Date of Birth)



\_\_\_\_\_  
 Purchaser: (Date of Birth)

### Dated on

**Vendor's Solicitor:**  
 HARRIS, SHEAFFER LLP, Yonge Sheppard Centre  
 8<sup>th</sup> Floor – 4881 Yonge Street, Toronto, Ontario, M2N 5X3  
 Telephone: (416) 250-5800 Fax: (416) 250-5300  
 Attn: Ari M. Katz, Email: [akatz@harris-sheaffer.com](mailto:akatz@harris-sheaffer.com)  
[ramicone@harris-sheaffer.com](mailto:ramicone@harris-sheaffer.com)

**PD WELLINGTON (HOMES) INC.**  
 Per: \_\_\_\_\_  
 I have authority to bind the corporation

# SCHEDULE “A”

## GENERAL PROVISIONS

### DWELLING MATTERS, SITING, MATERIALS CHANGES, ETC.

1. The Vendor agrees that it will erect on the Real Property the Dwelling in accordance with plans and specifications (the “Plans”) already examined by the Purchaser and in accordance with Schedule “S” and Schedule “Z” attached hereto. The Purchaser acknowledges and agrees that the Vendor may from time to time, in its sole discretion, or as requested or required by the Vendor’s architect or any design consultants or by any governmental authority, change, alter, vary or modify the Plans, the siting of the Dwelling and/or the grading of the Real Property without notice thereof to the Purchaser. The Purchaser agrees to accept such changes, alterations, variations or modifications and, without limiting the generality of the foregoing, variations to the lot/block number, municipal address, location, area and frontage or depth of the Real Property without any abatement of the Purchase Price or claim for compensation whatsoever. The Purchaser also acknowledges and agrees that architectural control of exterior elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other material external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the developer. In the event the Vendor is required, in compliance with such architectural control requirements to construct an exterior elevation for the Dwelling other than as specified in this Agreement or amend the driveway construction or location, boulevard tree planting or landscaping plan for the Dwelling and/or Real Property, as the case may be, (all of which is hereinafter referred to as the “Amended Exterior Plans”), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling and/or Real Property, as the case may be, in accordance with the Amended Exterior Plans, and the Purchaser hereby irrevocably agrees to accept such Amended Exterior Plans in lieu of the plans for same specified in this Agreement without any abatement of the Purchase Price or claim for compensation whatsoever. The Vendor shall have the right, in its sole discretion, to construct the Dwelling either as shown on the Plans or to construct such Dwelling on a reverse mirror image plan, including reversal of the garage siting and reversal of the interior floor plan layout. Construction of a reverse mirror image plan is hereby irrevocably accepted by the Purchaser without any right of abatement of the Purchase Price or claim for compensation whatsoever. Further, in the event the Vendor determines, in its sole discretion, to construct the Dwelling at a grade level different than as depicted in the Plans, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling or any elimination of the side door or door from the house to the garage or garage to outside, if any, the Purchaser hereby agrees to accept such change(s) without any abatement of the Purchase Price or claim for compensation whatsoever. The Vendor shall further have the right to substitute other material for that provided for in the Plans, in the sole discretion of the Vendor, for any cause which it may deem reasonable without notice thereof to the Purchaser, provided that such material is, in the sole judgment of the Vendor, of substantially equal or better quality than the material in the Plans and the Purchaser shall accept same without any abatement of the Purchase Price or claim for compensation whatsoever. The provisions of this Section may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title or assigns against the Vendor.
2. The Purchaser acknowledges and agrees that in the event the Dwelling being purchased herein is a semi-detached or townhouse dwelling, the subject lot/block of which the Real Property forms a part will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of the lot/block without any abatement of the Purchase Price or claim for compensation whatsoever.

### PURCHASER’S SELECTIONS

3. (a) Within fourteen (14) days of notification by the Vendor to the Purchaser, the Purchaser shall attend the Vendor’s offices or such other location as the Vendor may direct to complete the Vendor’s colour and material selection form for those items of construction and finishing for which the Purchaser is entitled to make selection pursuant to this Agreement, and in the event such items become unavailable the Purchaser agrees to re-attend the Vendor’s offices or such other location as the Vendor may direct and submit a revised colour and material selection form within fourteen (14) days notification thereof to make alternate selections from the Vendor’s samples. If the Purchaser fails make selections as aforesaid, the Vendor may make the selections on the Purchaser’s behalf and the Purchaser agrees to accept the Vendor’s selections. The Purchaser shall have no selection whatsoever insofar as exterior colours, designs and materials are concerned. In addition to the foregoing, the Purchaser agrees that:
  - i) In the event that the Purchaser has installed or has requested the Vendor to install a different floor covering than that which the Vendor would normally install in the dwelling, then the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor covering, the Vendor will not be responsible to effect such repairs. For purposes of this Agreement, “floor covering” shall mean any type of finished floor covering which is normally placed on the sub-floor and without limiting the generality of the foregoing, shall include tile, hardwood, marble, terrazzo and carpet.
  - ii) Where omissions occur on the original colour selection sheet, the Purchaser acknowledges that selection by the Vendor will be final.
  - iii) Upgrades listed on a standard colour chart will not be deemed to be part of the Agreement or Purchase and Sale.
  - iv) The Purchaser agrees that if after having made the original colour selections the Purchaser does make a change erroneously or otherwise, he will be deemed responsible for all errors resulting from any double selections.

- v) The Purchaser further agrees that in the event that the Vendor has preselected colours prior to the purchase herein of the property, the prescribed colours shall be final notwithstanding that the Purchaser may have completed a colour selection/chart.
  - vi) In the event that any of the terms and conditions stated on the Customer Request for Optional Extras form (the "**Purchaser's Extras Contract**") are in conflict or contradiction of any terms or conditions stated in this Agreement, it is hereby agreed that the terms and conditions stated on the Purchaser's Extras Contract shall take precedence over the terms and conditions of this Agreement.
- (b) No changes will be permitted in colours or materials so selected by the Purchaser without the prior written consent of the Vendor (which consent may be unreasonably or arbitrarily withheld). In the event any of the foregoing items in which the Purchaser has a choice, have already been installed or completed, then the Purchaser shall be deemed to have accepted them. Notwithstanding anything herein contained to the contrary, in no event shall the Purchaser's failure to make such choices within fourteen (14) days upon request to do so by the Vendor, and the possible consequent inability of the Vendor to substantially complete the Dwelling by the Closing Date entitle the Purchaser to an extension of the Closing Date.
  - (c) Purchasers acknowledge and agree that each Purchaser is required to provide not less than forty-eight (48) hours prior written notice of any cancellation or postponement of a scheduled attendance in connection with this paragraph. In the event that a Purchaser fails to provide such prior written notice or fails to attend a scheduled attendance, the Purchaser covenants and agrees to pay a fee of Two Hundred (\$200.00) Dollars plus HST as an administrative fee per occurrence.
  - (d) The Purchaser specifically acknowledges that in the manufacture and/or production of items, variances may occur from the Vendor's samples and also such items shown as samples may not be subsequently available. The Purchaser hereby agrees to accept any such resulting variations whether as to supplier, brand name, colour and/or otherwise without any abatement of the Purchase Price or claim for compensation whatsoever.
4. The Purchaser acknowledges that he has purchased the Dwelling on the basis of the Plans and not from a model. The Purchaser acknowledges that the model home(s), if any, are for display purposes only, and that some or all of the features contained therein may not be included in the Dwelling unless the same is specifically provided for in a Schedule forming part of this Agreement. Any item identified as optional or an upgrade in the sales or marketing material(s) is not included in the Dwelling but may be purchased at additional cost under a separate Schedule to this Agreement or by separate agreement. The Purchaser's attention is drawn to Schedule "B" which forms part of this Agreement and which sets out therein the items which will be included in the Dwelling as standard features. The Purchaser hereby acknowledges that the Dwelling will only include those standard features and, accordingly, if the Purchaser requires any clarification or explanation as to items, features or finishes as referred to in Schedule "B" or anywhere else in this Agreement or with respect to any matters whatsoever which the Purchaser has discussed with the Vendor's sales representative(s) such clarifications or explanations must be made in writing and included in this Agreement, failing which the Purchaser shall be estopped from making a claim for any such clarifications, explanations, items, features, finishes or representations, other than as set out in writing in this Agreement. The Purchaser hereby acknowledges that there are no representations, warranties, guarantees, collateral agreements or conditions whatsoever affecting this Agreement, the Dwelling or the Real Property or supported hereby other than as is expressed in writing in this Agreement.

#### **SUBSTANTIAL COMPLETION OF THE DWELLING/OCCUPANCY**

5. In the event that the Dwelling is substantially completed and ready for occupancy by the Closing Date, the sale shall be completed on such date without any holdback whatsoever of any part of the Purchase Price and the Vendor shall complete any outstanding items of construction required by this Agreement within a reasonable time thereafter and during normal business hours, having regard to weather conditions and the availability of labour and materials. If there is a detached garage as part of the Real Property, substantial completion of the Dwelling shall not include completion of the said garage and the Purchaser shall complete the within transaction notwithstanding that the construction of the garage is not completed or even started. For the purpose of this Agreement, the Dwelling shall be deemed to be substantially complete when the interior work has been substantially finished to permit occupancy, notwithstanding that there remains grading or landscaping or other outside work to be completed. The Vendor shall provide evidence that occupancy is permitted in accordance with and only to the extent required by the Tarion Addendum.
6. In the event the Vendor is unable to deliver to the Purchaser on or before the Closing Date a conveyance of the Real Property free and clear of all encumbrances, save as provided for in this Agreement, for any reason whatsoever, including, without limitation, failure to register the Condominium prior to the Closing Date, then the Vendor, may, at its option, require the Purchaser to take possession of the Real Property in accordance with Schedule "C" of the Tarion Addendum and Schedule "C" hereto and the Vendor's undertaking to deliver a conveyance in accordance with the provisions of this agreement within such period of time as the Vendor may determine. From and after the date of possession, the Purchaser shall be responsible for the realty taxes, water, hydro, gas and other public or private utilities, common expenses and interest on the unpaid balance of the Purchase Price all in accordance with Schedule "C" of the Tarion Addendum and Schedule "C" hereto until such time as the Vendor delivers a conveyance of the title to the Real Property to the Purchaser. The parties hereto further agree that upon the Vendor delivering to the Purchaser a conveyance in accordance with the terms of this Agreement, any further adjustments that may be required shall be made at the time of the delivery of the conveyance.

7. If the Purchaser is unable to deliver the balance of the Purchase Price on the Closing Date by wire transfer from the trust account of the Purchaser's solicitor or by certified cheque drawn on the trust account of the Purchaser's solicitor, the Purchaser may deliver a bank draft together with a Confirmation and Undertaking from the Purchaser's solicitor in a form satisfactory to the Vendor that confirms that the bank draft was purchased with funds from such solicitor's trust account and the Purchaser's solicitor personally undertakes to replace such bank draft within 24 hours of written notice that such bank draft was not honoured.

**TARION WARRANTY CORPORATION and HOME CONSTRUCTION REGULATORY AUTHORITY**

8. (a) The Vendor represents and warrants to the Purchaser that the Vendor is a registered vendor with Tarion and/or the Home Construction Regulatory Authority or its successors (the "HCRA"), as applicable;
- (b) The Vendor covenants that on completion of this transaction a warranty certificate for the Dwelling will be requested from Tarion. Such warranty shall contain the only warranties covering the Dwelling. The Purchaser acknowledges and agrees that any warranties of or liabilities 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 only those warranties deemed to be given by the Vendor under the *Ontario New Homes Warranties Plan Act*, as may be amended (the "ONHWPA") and shall extend only for the time period and in respect of those items as stated in the ONHWPA, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition in any way affecting this Agreement, the Dwelling and/or the Real Property other than as expressed herein.
- (c) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's representative at the date and time designated by the Vendor, prior to the Closing Date, to conduct a pre-delivery inspection of the Dwelling (the "PDI") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Dwelling on the Tarion Certificate of Completion and Possession (the "CCP") and the PDI form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the ONHWPA. The said CCP and PDI forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Dwelling in its discretion, the Vendor shall not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligations hereunder.
- (d) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
- (e) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement and/or at law. Alternatively, the Vendor may, at its option complete the within transaction but not provide the keys to the Dwelling to the Purchaser until the CCP and PDI forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the CCP and PDI forms.
- (f) The Purchaser acknowledges that the Warranty Information Sheet - Warranty Information for New Homes in Parcel of Tied Land is appended hereto and is available on the Tarion website (which is currently at the following web address:  
  
<https://www.tarion.com/resources/publications/64092/warranty-information-sheet-agreements-purchase-and-sale>).
- This information sheet provides a basic overview of the warranties and protections that come with a new condominium unit. This warranty is provided to purchasers by the Vendor and backed by Tarion. For more detailed information, visit [tarion.com](http://www.tarion.com) and log into the Tarion online learning hub at [www.tarion.com/learninghub](http://www.tarion.com/learninghub).
- (g) The Purchaser further agrees with the Vendor that the Vendor and/or its representatives shall have the right to enter the Dwelling and the Real Property after completion of the purchase in order to complete any of the items listed on the CCP and PDI forms, provided that if the Purchaser fails or refuses to permit the Vendor and/or its representatives such entry, the Vendor's obligations hereunder shall terminate and be at an end. Any such entry shall be deemed not to be a trespass.

- (h) The Purchaser acknowledges that the area of the Dwelling, as may be represented or referred to by the Vendor or any sales representative, or which appears in any sales or marketing material(s) is approximate only. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living area within the confines of the Dwelling may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Dwelling purchased hereunder are approximate only, and that there shall be no adjustment of the Purchase Price or claim for compensation whatsoever, whether based upon the ultimate square footage of the Dwelling, or the actual or useable living space within the confines of the Dwelling or otherwise. The Purchaser further acknowledges that where ceiling bulkheads or telecommunication devices are installed within the Dwelling and/or where dropped ceilings are required, then the ceiling height of the Dwelling may be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever. In the event that the frontage, depth or area of the property and/or the square footage of the dwelling as a whole are varied by up to and including five percent (5%) from the specifications set out in this Agreement, the Purchaser acknowledges and agrees to accept all such variations without notice and without a claim for compensation or abatement to the Purchase Price.
9. The Purchaser covenants and agrees that he will exhaust all the remedies available to him with Tarion with respect to any claim relating to defects in workmanship or materials or with respect to any other claim arising under the ONHWPA or in respect of the Tarion Addendum, prior to pursuing any other means of redress with regard to such claims. In the event the Purchaser does not comply with the provisions of this Section, or takes any unwarranted or unreasonable actions with respect to such claims, the Purchaser shall be held liable for any damages sustained by the Vendor as a result thereof.
10. The Purchaser agrees that all deposit monies and monies for upgrades and extras shall be deemed to be held in trust by the Vendor (and the Vendor's solicitors if paid to the Vendor's solicitors) in accordance with the terms of the Tarion Addendum, on the express understanding and agreement that, as soon as it is permitted to do so pursuant to the terms of the Tarion Addendum (i.e. the conditions set out in subparagraph 1(b)(i) or 1(b)(ii) of Schedule A to the Tarion Addendum are satisfied, waived or are not included as an early termination condition), the Vendor (and the Vendor's solicitors, if paid to the Vendor's solicitors) shall be entitled to release said funds from trust and to disburse said funds as the Vendor may direct.

#### TITLE AND CONVEYANCING MATTERS

11. The Purchaser agrees to accept title to the Real Property subject to the following items and the Purchaser covenants and agrees to adhere to the terms and conditions as set out therein. The Purchaser agrees to satisfy himself as to compliance with any of the following items and the Vendor shall not be obligated on the Closing Date or thereafter to obtain any compliance, releases or discharges with respect to any of the following items:
- (a) any agreement, subdivision agreement, site plan agreement, development agreement, condominium agreement, financial agreement or other agreement entered into with any municipal authority or other governmental authority or with any public or private utility commission or railway company, including any restrictions, covenants, obligations or liabilities contained therein (collectively the **"Subdivision Agreements"**);
- (b) any building or other restrictions and covenants that may be registered against the title of the Real Property and the Purchaser agrees, if required by the Vendor, to sign the transfer/deed of land containing such restrictions and covenants, and to extract the same from any subsequent purchasers;
- (c) a right in the nature of an easement or license for the Vendor and/or the developer and their respective successors and assigns and their servants and agents to enter upon the Real Property (without such act being a trespass) at any time prior to the complete acceptance of the subdivision and/or condominium plan of which the Real Property forms a part (the **"Development"**) by the Municipality or thereafter for completion or correction of grading and surface drainage and in order to permit the Vendor and/or the developer to carry out the obligations, if any, under the Subdivision Agreements or as imposed by any governmental authority or bonding company to effect any corrective measures with respect to the Subdivision Agreements applicable to the Real Property and the transfer/deed of land may contain a clause to this effect;
- (d) such easements or rights-of-way, licenses or leases, permanent or temporary, as exist or may subsequently be granted in favour of the Condominium Corporation, the Municipality, any railway company, any applicable regional municipality, the developer or any public or private utility, including, but not limited to, any telephone supplier, any hydro supplier and any gas supplier for hydro, fuel, telephone, television, cable, sewers, water, municipal or other services or utilities; and, further, the Purchaser covenants and agrees to assume, accept and permit any such easements, rights-of-way, licenses or leases and if such easements, rights-of-way, licenses or leases have not been determined when the Purchaser receives his conveyance, such conveyance may contain a covenant by the Purchaser for himself, and his heirs, executors, administrators, successors and assigns, to grant any additional easements, rights-of-way, licenses or leases as may be required by the Vendor, developer, any municipal or other governmental authority or utility or railway company and the Purchaser further covenants and agrees to execute all documents without charge which may be required to convey or confirm any such easement, right-of-way, license or lease and shall exact a similar covenant in any agreement entered into between the Purchaser and any subsequent purchaser from him;
- (e) such easements as may be required by the Vendor, the Condominium Corporation and/or adjoining owners for maintenance or encroachment purposes and the encroachments permitted thereby;
- (f) any agreements, easements or other instruments entered into by the Declarant, the Condominium Corporation, any applicable governmental authority and/or any adjoining landowner;

- (g) any notice registered pursuant to the *Condominium Act, 1998* in respect to the common interest in the condominium corporation attaching to the Real Property as further provided in Schedule "F" hereto and any other agreements, covenants, or other instruments as herein expressly provided and without limiting the generality of the foregoing the Purchaser acknowledges that the roadway on which the Real Property fronts will form part of a common elements condominium corporation pursuant to the *Condominium Act, 1998* and that in connection therewith the Purchaser further acknowledges that: (i) it is the condominium corporation that shall be fully responsible for the maintenance of all services, including without limitation, the roadway, water mains, storm and sanitary sewers and all other services and facilities contained within the common elements of the condominium or within the Real Property and servicing lands other than the Real Property; (ii) the Purchaser hereby indemnifies and saves harmless the Municipality, its officers, employees and agents of, from and against all manner of actions, suits, claims which may be brought against or made upon the Municipality, its officers, employees and agents, or any of them, and of, from and against all loss, costs, damages and expenses which may be sustained, incurred or paid by the Municipality, its officers, employees and agents or any of them, resulting from the sharing of or access to the aforesaid services and if requested the Purchaser agrees to provide such an indemnity addressed to the Municipality on Closing; and (iii) that the Municipality is not required to assume any of the aforesaid services at any time in the future; and
- (h) any minor breaches of any of the foregoing that have been remedied or are in the process of being remedied.
12. Title to the Real Property shall on the Closing Date be good and free from all encumbrances, except as provided for in this Agreement. The title is to be examined by the Purchaser at his own expense and he is not to call for the production of any deeds or abstracts of title, surveys, proof of evidence of title or to have furnished any copies thereof, other than those in the Vendor's possession or as provided for in this Agreement. The Purchaser is to be allowed until thirty (30) days prior to the Closing Date to examine the title at his own expense and if within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unwilling or unable to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the monies paid to the Vendor to that date on account of the deposit monies shall be returned as provided for herein and the Vendor shall not be liable for any damages or costs whatsoever, including, without limiting the generality of the foregoing, loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property.
13. The Purchaser acknowledges that the Real Property is or will be encumbered by mortgages and/or encumbrances which the Purchaser is not to assume and that the Vendor will not be obligated to obtain and register a discharge of such mortgages and/or encumbrances insofar as they affect the Real Property until a reasonable time after the Closing (as defined in the Tarion Addendum) and the Purchaser shall accept the undertaking of the Vendor's solicitors to obtain and register a discharge within ninety (90) days of Closing of such mortgages and/or encumbrances except as provided for herein and further agrees not to refuse to complete this transaction on the grounds that such mortgages and/or encumbrances have not been discharged.
14. The transfer/deed of land shall be prepared at the Vendor's expense and may contain any or all of the provisions set forth in this Agreement and shall be executed by the Purchaser, if required by the Vendor, and the Purchaser shall execute and deliver on the Closing Date a covenant, undertaking or agreement incorporating all or any of the terms contained herein or as may be required by the Vendor. The Purchaser undertakes and agrees to register the transfer/deed of land at his own expense at the time of Closing. Each party is to pay the cost of registration and taxes on its own documents. The Purchaser shall deliver to the Vendor, on or before the Closing Date, as required by the Vendor the Acknowledgement in the form attached to this Agreement, if any, duly completed and executed. The Purchaser agrees to advise the Vendor or its solicitors no less than thirty (30) days prior to the Closing Date of the manner in which title is to be taken by the Purchaser, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld, failing which title to the Real Property shall be engrossed in the name of the Purchaser as noted on this Agreement and the Purchaser shall be estopped from requiring any further changes to the manner in which the transfer/deed of land is engrossed.
15. The Purchaser hereby acknowledges the full priority of any mortgage or construction financing arranged by the Vendor and/or secured by the Real Property over his interest as Purchaser for the full amount of the said mortgage or construction financing, notwithstanding any law or statute to the contrary and agrees to execute all acknowledgements or postponements required to give full effect thereto. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Real Property. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor and its designated or proposed lenders obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Closing Date, including without limitation, written confirmation of the Purchaser's income, copy of mortgage approval letter and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, or other evidence of an ability to close satisfactory to the Vendor and the Vendor's construction lender, in their sole and absolute discretion. If the Purchaser fails to provide the financial and personal information or the mortgage approval as aforesaid, or if the Vendor or the Vendor's construction lender is not satisfied as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Closing Date.
16. In the event that the Municipality does at some point in time provide a release of any of the Subdivision Agreements, the Vendor may either provide such release to the Purchaser for registration of such release by the Purchaser at the Purchaser's expense or register the release, if any, in which event the Purchaser shall pay the Vendor the cost of registration of such release forthwith upon request although the Vendor may, at its option, add such cost to the statement of adjustments as a credit to the Vendor. The foregoing provision does not in any way whatsoever require the Vendor to request any such release or impose an obligation on the Vendor to take any steps to obtain any such release.

17. The Purchaser acknowledges that the transfer/deed of land to the Real Property to be given on the Closing Date may emanate from the registered owner of the Real Property and not from the Vendor herein, and the Purchaser agrees to accept same and to accept such owner's title covenants in lieu of the Vendor's, in the event the Vendor is not the registered owner of the Real Property on Closing. In that event, the Purchaser agrees to execute an acknowledgement on the closing confirming that: (i) the registered owner is providing title directly to the Purchaser at the direction of the Vendor; (ii) the registered owner is not the builder or vendor and has no liability to the Purchaser as such; (iii) the registered owner is not responsible for any matters related to the development of the subject lands or the construction of the dwelling or the common elements; and (iv) the Purchaser releases and forever discharges the registered owner from any manner of claim, costs, damages or other losses in any way related to the development of the subject lands or the construction of the dwelling or the common elements.

#### **PLANNING ACT**

18. This Agreement shall be conditional upon compliance with the subdivision control provision of the *Planning Act* (Ontario), as may be amended, which compliance shall be obtained by the Vendor, at its sole expense, on or before Closing.

#### **INSURANCE**

19. The Purchaser shall place his own insurance on the Real Property for Closing.

#### **ADJUSTMENTS**

20. On the Closing Date, the Purchaser shall pay to the Vendor, as an adjustment on the statement of adjustments, in addition to any other monies required to be paid as set out in this Agreement, the following (plus HST):
- (a) the cost of any enrolment and/or regulatory fees paid by the Vendor for the Real Property under, pursuant to or as a requirement or prerequisite of any governmental authority, regulator and/or applicable legislation or regulation, including, without limitation, the Tarion Warranty Corporation, the Home Construction Regulatory Authority and/or the Condominium Authority of Ontario;
  - (b) common expense contributions attributed to the Real Property, apportioned and allowed from the Closing Date, with that day itself apportioned to the Purchaser, with the Purchaser being obliged to provide to the Vendor on or before the Closing Date an executed pre-authorized payment form in the form presented by the Vendor;
  - (c) any amounts which remain unpaid and owing to the Vendor on account of upgrades and/or extras and/or changes ordered by the Purchaser;
  - (d) the Vendor's proportionate amount of the realty taxes (including local improvement charges) which shall be apportioned and allowed to the Closing Date. Realty taxes (including local improvement charges) shall be estimated by the Vendor for the calendar year in which the transaction is completed as well as for the following calendar year, and shall be adjusted as if such sum has been paid by the Vendor, notwithstanding that same may not have been levied or paid by the Closing Date, subject, however, to readjustment when the actual amount of such taxes are ascertained. Purchasers are acknowledge and agree that the Purchaser shall be solely responsible for any supplementary or omit assessments for realty taxes for period from and after the Closing Date;
  - (e) the costs of any hydro meter, sub-meter or check-meter installed in or about the Dwelling, the installation of any such meters, the connection charges for any such meters and the installation and energization charges, as the case may be, of hydro services provided to the Dwelling, provided that adjustments pursuant to this subparagraph shall not exceed \$925.00 plus HST. A certificate of the Vendor or statutory declaration of an officer of the Vendor specifying the said costs shall be final and binding on the Purchaser. The Purchaser shall assume charges for hydro, as well as other utilities and services if applicable, immediately upon the Closing Date and shall execute all contracts, documents and acknowledgements as may be required from time to time by the Vendor, or the Condominium or by such applicable third parties with respect thereto;
  - (f) the costs of any water meter, sub-meter or check-meter installed in or about the Dwelling, the installation of any such meters, the connection charges for any such meters and the installation and energization charges, as the case may be, of water services provided to the Dwelling, provided that adjustments pursuant to this subparagraph shall not exceed \$600.00 plus HST. A certificate of the Vendor or statutory declaration of an officer of the Vendor specifying the said costs shall be final and binding on the Purchaser. The Purchaser shall assume charges for water, as well as other utilities and services if applicable, immediately upon the Closing Date and shall execute all contracts, documents and acknowledgements as may be required from time to time by the Vendor, or the Condominium or by such applicable third parties with respect thereto;
  - (g) all amounts chargeable and billable to the Purchaser for water, hydro, gas, cable T.V. and any other services arising as a result of the Purchaser's failure to make his own contractual arrangements with the relevant public or private utility authorities and suppliers on the Closing Date and for which the Vendor is subsequently charged, it being the express intent of the parties that it shall be the sole responsibility of the Purchaser to notify all relevant utility authorities and make the necessary contractual arrangements to ensure service to the Dwelling;
  - (h) the charges imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a transfer/deed of land or charge/mortgage of land or any other instrument;

- (i) the sum of Three Hundred (\$300.00) Dollars as a contribution towards the cost of fees payable by the Vendor to its lenders, including but not limited to the obtaining of (partial) discharges of mortgages not intended to be assumed by the Purchaser;
- (j) any charge imposed by Canada Post in respect of the community mailbox(es), provided that adjustments pursuant to this subparagraph shall not exceed two hundred (\$200.00) dollars;
- (k) any tax, whether categorized as multi-stage sales tax, a business transfer tax, a modified retail sales tax, a value-added tax, or any other type of tax whatsoever that may be levied or charged in the future by any governmental authorities, including, but without limiting the generality of the foregoing the municipal, federal, or provincial governments or any of their agencies, on or with respect to any sale, transfer, lease or disposition of property or any provision of goods or services made in the course of a taxable activity and the Purchaser shall be solely responsible for paying and/or reimbursing the Vendor for such tax, whether or not the legislation imposing such tax places the primary responsibility for payment thereof onto the Vendor, and the Vendor shall be allowed to charge the Purchaser as an adjustment on the Closing Date with the estimated amount of any such tax, notwithstanding that such tax may not have been formally or finally levied and payable with such tax adjustment being subject to readjustment, if necessary, when the actual final assessment or levy is available or determinable;
- (l) the amount of any increase in development charge(s), (collectively the “Levies”) assessed against or attributable to the Potl (or assessed against the Real Property or any portion thereof, and attributable to the Potl by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the *Development Charges Act, 1997*, as amended from time to time, over the amount of such charges that would be exigible as of June 1, 2022 and the amount of any Levies that were not exigible as of June 1, 2022 with respect to the property and were subsequently assessed against the Real Property or attributable to the Potl;
- (m) the amount of any education development charge(s) (the “Education Levies”) assessed against or attributable to the Potl (or assessed against the Property or any portion thereof, and attributable to the Potl by prorating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the *Education Act*, as amended from time to time;
- (n) the cost with respect to the Vendor completing the final coat of asphalt on the driveway, provided that adjustments pursuant to this subparagraph shall not exceed two thousand three hundred and fifty (\$2,350.00) dollars for single car driveways, and shall not exceed two thousand eight hundred and fifty (\$2,850.00) dollars for double car driveways;
- (o) the sum of Three Hundred and Fifty (\$350.00) Dollars as a contribution towards the costs of boulevard tree planting and general landscaping in the vicinity of the Real Property. The Purchaser acknowledges that there may not be a tree planted in front of the Real Property;
- (p) the sum of One Hundred (\$100.00) Dollars as a contribution towards the costs of internet delivery of documentation to the Purchaser’s solicitor and of electronic registration of documentation;
- (q) the sum of Two Hundred (\$200.00) Dollars as a contribution towards the costs of preparation of a survey for the Dwelling, if provided by Vendor;
- (r) a sum of One Hundred (\$100.00) Dollars as a contribution towards the cost of the Vendor obtaining and providing a condominium status certificate to the Purchaser;
- (s) all account set up fees, deposits or security which is required to be paid or posted with all utility supplies or such third parties which provide any metering or check-metering or submetering or rental equipment services, if provided by the Vendor shall be paid to the Vendor by the Purchaser in reimbursement of same; and
- (t) any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.

If any of the adjustments to be made on the Closing Date cannot be accurately determined at the time of Closing, then the Vendor may estimate the adjustment to be made and the Closing shall take place in accordance with this estimate. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined.

21. The Purchaser acknowledges and agrees that the hot water heater and related equipment is not included in the Purchase Price and that it shall remain chattel property that is not owned by the owner of the Dwelling and shall not be or become a fixture and/or part of the Dwelling. It is possible that said water heater will be a tankless or demand-type water heater. The Purchaser may be informed of the terms and conditions governing the rental of the hot water heater and related equipment prior to Closing, and agrees, if required, to execute on, before or after Closing as the Vendor determines, a rental document or other contract as required by any relevant municipal authority, public or private utility, sub-metering company or third party company with respect to the said hot water heater and related equipment, failing which, at the Vendor’s sole option, the Vendor shall be entitled to execute the hot water heater supplier’s, sub-metering or other such company’s standard rental document or other contract on behalf of the Purchaser as his attorney or agent.



22. In the event any payment tendered (whether by cheque, bank draft, wire transfer, pre-authorized payment or otherwise) by the Purchaser is returned by reason of there not being sufficient funds in the account on which said payment is drawn, the Purchaser shall pay the Vendor for each such returned payment the sum of Five Hundred (\$500.00) plus HST as liquidated damages and not as a penalty which payment shall, at the Vendor's option, be made as an adjustment on the Closing Date in favour of the Vendor or be delivered to the Vendor together with replacement payment.
23. All proper readjustments shall be made after the Closing Date, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of 24% per annum, calculated and compounded daily, not in advance and shall be a charge on the Real Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.
24. The Purchaser hereby covenants and agrees to pay the sum of One Hundred and Fifty (\$150.00) Dollars plus HST as an administrative fee for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the Potl by wire transfer or direct deposit. All payments by wire transfer or direct deposit, where permitted by the Vendor and the Vendor's solicitor, shall be made in strict accordance with the provisions of the Vendor's solicitor's wire transfer or direct deposit instructions, which may be amended by the Vendor's solicitor from time to time at its sole and absolute discretion. Without derogation from any other right or remedy of the Vendor, if the Purchaser or the Purchaser's solicitor fails to comply with the wire or direct deposit instructions of the Vendor's solicitor, the Purchaser covenants and agrees to pay an additional adjustment of One Hundred and Fifty (\$150.00) Dollars plus HST as an administrative fee per occurrence.
25. In the event the Purchaser or the Purchaser's solicitor requires a photocopy or PDF scan of this Agreement or any other document contained in the Vendor's solicitor's file, the Purchaser hereby covenants and agrees to pay to the Vendor a fee of \$150.00 plus HST for each such delivery by Vendor's solicitor.
26. In the event that the Purchaser desires to increase the amount to be paid to the Vendor's solicitors on the Closing Date at any time after the expiry of the initial ten (10) day statutory rescission period, or wishes to vary the manner in which the Purchaser has previously requested to take title to the Property, or change his or her solicitor, or change any other information or any documentation reflected in (or comprising part of) the interim closing package or final closing package that is prepared by the Vendor's solicitors, and the Vendor consents to same, then the Purchaser hereby covenants and agrees to pay to the Vendor's solicitor's the legal fees and ancillary disbursements which may be incurred by the Vendor or charged by the Vendor's solicitors in order to implement any of the foregoing so requested by the Purchaser (with the Vendor's solicitors' legal fees for implementing same being \$500.00 plus HST), but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing so requested.
27. In the event that the Purchaser requests any change to this Agreement for which an amendment is required after the expiry of the statutory ten day cooling off period, or wish to terminate the transaction with the mutual agreement of the Vendor, and the Vendor consents to same, then the Purchaser hereby covenants and agrees to pay to the Vendor's legal fees (and ancillary costs) being \$500.00 plus HST, but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, said amendment or termination so requested.

#### HARMONIZED SALES TAX

28. (a) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (hereinafter referred to as the "HST"), and that the Vendor shall remit the HST to Canada Revenue Agency ("CRA") on behalf of the Purchaser forthwith following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the federal and provincial new housing rebates applicable pursuant to the *Excise Tax Act* (Canada), as may be amended, (collectively, the "Rebate") and further warrants and represents that the Purchaser is a natural person who is acquiring the Real Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Dwelling as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Real Property. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate in connection with the Purchaser's acquisition of the Real Property, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors request for same (and in any event on or before the Closing Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate (by way of assignment or otherwise), including without limitation, the GST/HST New Housing Rebate Application for Houses Purchased from a Builder or other similar form as prescribed from time to time (the "Rebate Form"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Real Property with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Closing Date) the Rebate Form duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Dwelling before or after the Closing Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

- (b) Notwithstanding any other provision herein contained in 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, any credits granted by the Vendor or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement or any amendment or addenda thereto, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades, credits or adjustments (including any increase in the rate of HST) and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "**Reduction**"), then the Purchaser shall pay to the Vendor on the Closing Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

#### EXTRAS/UPGRADES

29. The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed as a result of the Purchaser's default under any of the terms of this Agreement. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes, then there shall be refunded to the Purchaser upon the Closing Date that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. In the event such extras, upgrades or changes were included at no charge whether or not included as part of this Agreement then the Vendor's cost of completing such incomplete items will be refunded as determined by the Vendor in its sole discretion. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes.

#### NOTICE AND WARNING CLAUSES

30. The Purchaser acknowledges that the Subdivision Agreements and any and/or future development agreements between the Vendor and the Municipality or any other applicable party may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, notices or warnings regarding the use of the Real Property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, and the status of services and works in the Development. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings. On or before Closing, the Purchaser shall forthwith execute upon request an acknowledgment or amendment to this Agreement containing the required notices and warning clauses. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the Real Property to the Purchaser unless the Purchaser executes such acknowledgments or amendments as aforesaid. In the event that the Purchaser fails to execute such acknowledgments or amendments forthwith upon being requested to do so, the Vendor shall be entitled, at its sole option, to terminate this Agreement and upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor and this Agreement shall be at an end, and the Purchaser shall not have any further rights hereunder. Alternatively, at the sole discretion of the Vendor, after all required notices and warnings are available, a copy thereof may be sent to the Purchaser as a notice in the manner set out in this Agreement and such transmittal shall constitute acknowledgment of receipt of a copy thereof and the Purchaser irrevocably designates the Vendor as its attorney and/or agent to execute and deliver on his behalf to the Municipality or any other applicable party any required acknowledgments with respect thereto. Without limiting the generality of the foregoing, the Purchaser acknowledges being advised of the notices restrictions as set out in Schedule "W" to this Agreement of Purchase and Sale.

**INSURANCE/RISK**

31. All buildings and equipment comprising the Dwelling and the Real Property shall be and remain at the risk of the Vendor until Closing and pending completion of the sale, the Vendor will hold all insurance policies and the proceeds thereof for the Vendor's benefit alone. In the event of damage to the Dwelling, the Vendor may either in its sole discretion (a) repair the damage, finish the Dwelling and complete the sale and, if necessary, delay the Closing Date in the manner permitted in the Tarion Addendum; or (b) terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor payable under law if the damage to the Dwelling has frustrated this Agreement at law.

**PURCHASER COVENANTS AND AGREEMENTS**

32. Notwithstanding the closing of this transaction, the Purchaser hereby authorizes and shall not obstruct or interfere in any way with the Vendor, the developer, the Municipality, the regional municipality, the public and/or private utilities, the telephone and/or cable company or persons authorized by any of them, free access to the Real Property and the Dwelling at all reasonable hours in order to make inspections and to do such work or repairs, including, but not restricted to, correction of sodding and/or grading, installation of catch basins, installation, repair, construction or reconstruction and/or maintenance of any of the municipal services, public and/or private utilities and other services, including sewers and water mains; and for any of the purposes aforesaid or related thereto, such entry on the Real Property and Dwelling by any such persons shall not be deemed to be committing trespass and the Purchaser does hereby give leave and licence to any of such persons for the purposes aforesaid and free access for any such persons shall continue for such period of time as may be set out in the Subdivision Agreements or any other agreements affecting the Real Property or as may be required by the Vendor or the developer and/or any municipal or governmental authority, regulatory body or public or private utility. The Purchaser further covenants to comply with and not to breach any of the Subdivision Agreements or any other such agreements.
33. The Purchaser undertakes and covenants that he will not, at any time either before or after the Closing Date, without the prior written authority of the Vendor and the developer (which may be unreasonably or arbitrarily withheld) interfere with or alter the drainage ditch, obstruct the natural flow of water or obstruct the drainage as designed and engineered by the developer, erect fences, porches, patios, planting, paving, swimming pool, clothes lines or obstructions of any kind, remove top soil or subsoil, cut down living trees or do anything which may change or alter the grading or obstruct the drainage of the Real Property or surrounding lots or lands in any way and if he does, the Vendor or its servants, successors, agents and assigns may enter thereon and correct such grading or remove or relocate such obstructions at the Purchaser's expense and be paid, forthwith upon demand, the cost thereof. The Purchaser shall adhere to the overall drainage patterns of the Development, including such easements as may exist or may be required for the purpose of water drainage upon the Real Property to and from adjoining lands, and the Purchaser agrees to grant such easements as may be required from time to time by the Vendor or developer for drainage. The foregoing covenant may, at the option of the Vendor, be included in any transfer of title to the Purchaser and shall run with the land. The Purchaser agrees that unless the Condominium Corporation is required to do so, he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be later, and the Vendor shall have no obligation in that regard whatsoever. If the Vendor is required by the developer or any governmental authority to replace any laid sod as a result of the Purchaser's default under this Section, the Purchaser shall promptly pay the Vendor for same and the Vendor shall not be obliged to do so until payment has been made therefore in full to the Vendor by the Purchaser.
34. The Vendor hereby notifies the Purchaser and the Purchaser acknowledges that the developer has agreed to provide and pay for paved roads, sidewalks, curbs, street lighting, sanitary and storm sewers, street signs and other services as required by the Subdivision Agreements and that such is the responsibility of the developer and not the Vendor. In the event that title to the Real Property is transferred directly from the developer or another party (the "Party") rather than the Vendor, the Purchaser covenants and agrees to execute and deliver on the Closing Date an acknowledgement and release in a form satisfactory to the Vendor and/or developer and/or the Party releasing the developer or the Party, as the case may be, from any and all matters in respect of the within transaction and acknowledging that the developer or the Party, as the case may be, has no liability, obligation or responsibility to the Purchaser.
35. The Purchaser agrees that until all lots or blocks in the Development are sold, the Vendor shall have the exclusive right to maintain model homes, signs, sales staff and marketing material(s) in the Development and to show prospective purchasers through the Development and through any unsold homes and the Purchaser agrees not to display any sign on the Real Property offering the Real Property for sale or rent until after the Closing Date. In the event that the Purchaser displays any such sign on the Real Property, the Vendor shall have the absolute right to enter on the Real Property and remove such sign without such act being a trespass.
36. The Purchaser agrees that in the event that there is any water leakage into the basement or any other damage of any kind or nature whatsoever which the Vendor shall be required at law or by Tarion to repair, the Vendor shall not be liable for any consequential damage caused by the water or otherwise nor for any damage to any improvements, fixtures, furnishings or personal property of the Purchaser, but shall be responsible only for the repair of such damage or leakage in accordance with the terms hereof. Further, the Purchaser waives his right to any claim against the Vendor for damage to the Dwelling due to shrinkage, warpage, twisting or settlement or any secondary or consequential damage resulting therefrom. Further, the Vendor shall not be liable for any secondary or consequential damages whatsoever which may result from any defect in materials, design or workmanship related to the Dwelling. The Purchaser further acknowledges that the Vendor is not responsible for the repair of any exterior work resulting from settlement, including driveways, walkways, patio stones or sodded areas or for any damage to interior household improvements or decor caused by material shrinkage, twisting or warpage. The Purchaser agrees that this Section may be pleaded by the Vendor in estoppel of any claims by the Purchaser pursuant to this Section.
37. The Purchaser agrees that prior to the Closing Date he will not in any circumstances enter onto the Real Property without the express written authority of the Vendor and accompanied by a representative of the Vendor and any entry other than as aforesaid shall be deemed to be a trespass and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. In addition, the Purchaser agrees that he will not in any circumstances, either personally or by his agent, servant or authorized representative, perform or have performed any work of any nature or kind whatsoever on the Dwelling or the Real Property prior to the conveyance of the Real Property to the Purchaser and in the event of a breach of this covenant, the Vendor shall be entitled, at its sole option, to deem such breach as an event of default by the Purchaser under this Agreement or to take whatever steps are necessary to remove, correct or remedy any such work, and in such event, at the Vendor's sole option, the costs and expenses thereof plus a fifteen percent (15%) administration fee shall be paid to the Vendor by the Purchaser forthwith upon demand by the Vendor or added to the Purchase Price as an adjustment on the Closing Date. In the event the Vendor completes the sale of the Real Property to the Purchaser all warranties related to any items and/or matters the Purchase affected by his actions shall be voided.

38. The Purchaser acknowledges that due to the nature and extent of construction work which will be required to be undertaken by the Vendor on the Real Property in connection with the excavation, erection, and construction of the Dwelling, one or more trees may be removed from the Real Property and others may or will suffer damage or destruction both before and after Closing, as a result of the removal, interference or the destruction of roots, contact with the trunk by equipment or machinery or otherwise. The Purchaser hereby acknowledges, covenants, and agrees that the Vendor shall not be responsible or liable in any manner, whatsoever, for any loss or destruction to trees or for any loss or destruction to the property of the Purchaser howsoever caused nor shall the Vendor be responsible or liable for the removal of any trees or parts thereof, from the Real Property, at any time, whatsoever. It is understood and agreed that the Vendor has made no representation, warranty, guarantee, collateral agreement or condition whatsoever, regarding the preservation, removal, condition or health of trees on the Real Property.
39. The Purchaser agrees that he will not, for a period of at least two (2) years from the Closing Date, plant any trees, shrubs, vines, hedges or other such landscaping on the Real Property that will interfere with, alter or change the grading or obstruct the drainage of the Real Property or surrounding lots or lands without the express written consent of the Vendor which consent may be unreasonably or arbitrarily withheld. The Vendor shall have the right during such period to enter on the Real Property, without notice to the Purchaser, and to remove, without any liability, whatsoever, any such trees, shrubs, vines, hedges or other landscaping planted on the Real Property in contravention of this Section without such act being a trespass.
40. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds as the Vendor may require to determine the Purchaser's credit worthiness. The Purchaser acknowledges that it may be necessary for the Vendor to obtain credit or other information in order to satisfy itself as to the Purchaser's credit worthiness and authorizes the Vendor and the Vendor's designated or proposed construction lender(s) from time to time to obtain any consumer reports or other information it may require and any consumer reporting agency or credit bureau is hereby authorized to release such information as the Vendor may request.

#### **NON-REGISTRATION AND NO ASSIGNMENT AND NO OBJECTION**

41. The Purchaser covenants and agrees that he will at no time register or attempt to register this Agreement on title to the Real Property by way of caution, deposit, assignment or in any way whatsoever, and it is expressly agreed by all parties hereto that any such registration or attempt by the Purchaser or anyone acting for or through him shall constitute an event of default under this Agreement. In the event that this Agreement, a caution, a deposit, an assignment or any other instrument whatsoever is registered against or dealing with the title in contravention of this provision, then the Purchaser hereby appoints the Vendor his true and lawful attorney and/or agent for the purposes of removing the instrument from title, including the giving of any discharge, lifting or release of any caution, deposit or the assignment of any rights pursuant to this Agreement. The Purchaser hereby irrevocably consents to a court order removing any such notice of this Agreement, caution, deposit or any other documents or instruments whatsoever from title to the Real Property. The Purchaser shall bear all costs incurred by the Vendor in the exercise of any of its rights pursuant to this provision. The Purchaser acknowledges that notwithstanding any rule of law to the contrary that by executing this Agreement he has not acquired any equitable or legal interest in the Dwelling or the Real Property.
42. The Purchaser covenants and agrees that he will in no way, directly or indirectly, list for sale or lease, advertise for sale or lease, rent, convey, transfer, sell or lease, direct title or in any way assign his interest under this Agreement or the Purchaser's rights and interests hereunder or in the Real Property, or directly or indirectly permit any third party to list or advertise the Real Property for sale or lease at any time prior to the Closing Date without the prior written consent of the Vendor which consent may be unreasonably or arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant and agreement occurs such breach shall be a default hereunder and, at the Vendor's sole option, be deemed incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach the Vendor shall have the unilateral right and option of taking whatever steps are available to the Vendor in the event of the Purchaser's default.
43. The Purchaser covenants and agrees that he shall not directly nor indirectly object to nor oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillary thereto relating to the development of the Real Property, or any neighboring or adjacent lands. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.

#### **ELECTRONIC REGISTRATION AND TENDER**

44. (a) The parties waive personal tender and agree that tender in the absence of any other mutually acceptable arrangement and subject to the provisions of this Agreement shall be validly made by the Vendor upon the Purchaser by a representative of the Vendor (which shall include the Vendor's solicitor) attending or being available at the offices of the Vendor's solicitors at 3:30 p.m. on the Closing Date and remain there until 4:30 p.m. of the same date and being ready, willing and able to complete the subject transaction. In the event the Purchaser or his solicitor fails to appear or appears and fails to close the subject transaction such attendance by the Vendor's representative shall be deemed satisfactory evidence that the Vendor was ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank.
- b) The Purchaser agrees that keys may be released to the Purchaser at the construction site, sales office or the Condominium building on the Closing Date, as applicable. The Vendor's advice that the keys are available shall be valid tender of possession of the Real Property to the Purchaser.

- c) Notwithstanding anything contained herein to the contrary, in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Closing Date that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.

45. As the electronic registration system (hereinafter referred to as the “**Teraview Electronic Registration System**” or (“**TERS**”) is operative in the applicable Land Titles Office in which the Property is registered, then at the option of the Vendor’s Solicitors, the following provisions shall prevail:

- (a) The Purchaser shall be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the transaction. The Purchaser shall authorize such solicitor to, at the option of the Vendor’s Solicitors, either execute an escrow closing agreement with the Vendor’s Solicitors on the standard form recommended by the Law Society of Ontario (hereinafter referred to as the “**Escrow Document Registration Agreement**”) establishing the procedures and timing for completing this transaction or to otherwise agree to be bound by the procedures set forth in the Escrow Document Registration Agreement.
- (b) The delivery and exchange of documents, monies and keys to the Dwelling, and the release thereof to the Vendor and the Purchaser, as the case may be:
- (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
  - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
- (c) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Real Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor’s Solicitors (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration. The Purchaser covenants and agrees to register the Transfer/Deed to the Real Property at his or her own expense on the Title Transfer Date.
- (d) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Real Property may be delivered to the other party hereto by electronic transmission (or by a similar system reproducing the original of electronically signed documents through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same [unless the document is an electronically signed document pursuant to the *Electronic Commerce Act* of Ontario, as may be amended] to the recipient party by overnight courier sent the day after Closing, if same has been so requested by the recipient party; and
- (e) Notwithstanding anything contained in this Agreement to the contrary, but subject to the provisions of paragraph 44 above, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor’s Solicitors have:
- (i) delivered all closing documents and/or funds to the Purchaser’s solicitor in accordance with the provisions of the Escrow Document Registration Agreement or the provisions of this Agreement, and keys are made available for the Purchaser to pick up at the Vendor’s sales or customer service office or other location at the discretion of the Vendor;
  - (ii) advised the Purchaser’s solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
  - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor’s Solicitors without the cooperation or participation of the Purchaser’s solicitor, and, specifically, when the Transfer of the Real Property is created on the TERS system and messaged to the Purchaser’s solicitor under the TERS system;
- without the necessity of personally attending upon the Purchaser or the Purchaser’s solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.
- (f) The Purchaser covenants and agrees to direct its solicitor to provide the Vendor’s Solicitors with a copy of the registered Transfer/Deed forthwith after registration of said Transfer/Deed.

#### **ELECTRONIC COMMERCE ACT**

46. Pursuant to subsection 3(1) and any other relevant provisions of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or the Vendor’s Solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or the Vendor’s Solicitors; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form as, when and in the form required by the Vendor and/or the Vendor’s Solicitors, in the Vendor’s sole and unfettered discretion.

47. Furthermore, it is expressly acknowledged and agreed by the parties hereto that:

- (a) the Vendor's execution and delivery of this Agreement and any schedules, amendments and/or addendums thereto, and any and all documents ancillary thereto, including any documents required or desired in connection with the Interim Occupancy closing and/or final closing of this purchase and sale transaction (including without limitation, the Vendor's provision and delivery of any notices and/or documents that may be required to be in writing);
- (b) the Purchaser's execution and delivery of this Agreement and any schedules, amendments and/or addendums thereto, and any and all documents ancillary thereto, including the acknowledgement of receipt of the executed agreement of purchase and sale and/or the Condominium's disclosure statement, as well as any documents required or desired in connection with the Interim Occupancy closing and/or final closing of this purchase and sale transaction (including without limitation, the Purchaser's provision and delivery of any notices and/or documents that may be required to be in writing); and
- (c) the Condominium Corporation's execution and delivery of any status certificate(s) prior to the Condominium's turnover meeting;

may be made or manifested in an electronic format, and may be executed by way of an electronic signature of any such documents (undertaken by or through a computer program, or by any other electronic means, including without limitation, by or through DocuSign Inc.'s electronic signing platform, or by any other similar secure electronic application or platform), as expressly contemplated and permitted by the *Electronic Commerce Act 2000, S.O. 2000, as amended*, and as and when any such document(s) is/are executed by way of an electronic signature, same shall thereupon be deemed to be valid, binding and enforceable upon the party or parties so executing same electronically. For purposes of clarification, the terms "electronic signature" and "electronic" shall have the meanings respectively ascribed to such terms in the *Electronic Commerce Act 2000, S.O. 2000, as amended*. If and when either or both of the parties hereto executes this Agreement by or through DocuSign Inc.'s electronic signing platform (or by any other similar secure electronic application or platform), then such party or parties shall, upon the request of the other, be obliged to forthwith provide the other party hereto with a certificate of completion produced or issued by DocuSign Inc. (or any similar certificate issued by any other secure electronic platform) which confirms, verifies and/or validates the electronic signature of the party or parties so executing same electronically. **Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that the Purchaser shall nevertheless be obliged to provide and deliver to the Vendor's Solicitors at least one originally-signed HST New Housing Rebate Form (and not an electronically-signed version thereof, nor a photocopy, a telefaxed copy or a scanned/e-mailed copy thereof) in connection with the final closing of this purchase and sale transaction.**

48. It is expressly acknowledged and agreed by the parties hereto that a photocopy or a scanned and e-mailed copy of this executed Agreement may be relied upon (and correspondingly enforced) to the same extent as if it were an originally-executed version.

#### DEFAULT AND REMEDIES

49. (a) The Purchaser shall be deemed to be in default under this Agreement in each and every one of the following events, namely:
- (i) upon the non-payment of all or any portion of the Purchase Price, or any other amount due hereunder;
  - (ii) upon a breach of, or failure in the performance or observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser; and
  - (iii) upon any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the Real Property.
- (b) A certificate of the Vendor or an officer of the Vendor that default has been made and the date of default and that notice, if required, of such default has been given to the Purchaser, shall be conclusive evidence of the facts therein stated. If such default continues for five (5) days after written notice thereof has been given to the Purchaser or the Purchaser's solicitor by the Vendor or its solicitors (other than any default by the Purchaser on the Closing Date, for which no notice or period to remedy shall be given or required), then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the rights and remedies as set out below.
- (c) In the event of a default by the Purchaser, then, in addition to any other rights or remedies which the Vendor may have, the Vendor, at its sole option, shall have the right to terminate this Agreement and preserve any rights the Vendor may have against the Purchaser and in such event, all monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon and monies paid or payable for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Dwelling, shall be forfeited to the Vendor. The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. In the event the Vendor's solicitors are holding any of the deposit monies in trust pursuant to this Agreement, then in the event of a default, the Vendor's solicitors shall pay to the Vendor the said deposit monies together with any interest accrued thereon, provided the Vendor has delivered to its solicitors a certificate of the Vendor or an officer of the Vendor, certifying that the Purchaser has committed a default pursuant to this Agreement that has not been remedied and that the Vendor has terminated this Agreement and that the Vendor is therefore entitled to the said deposit monies and accrued interest, if any. Thereupon the Purchaser hereby releases the Vendor's solicitors from any obligation to hold the said deposit monies, if any, and interest, if any, in trust, and shall not make any claim whatsoever against the said solicitors and the Purchaser hereby irrevocably authorizes and directs the said solicitors to deliver the said deposit monies, if any, and accrued interest, if any, to the Vendor.

- (d) It is understood and agreed that the rights contained in this Section on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time, the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement. In the event the Purchaser fails to make payment of any amount as and when required pursuant to the terms of this Agreement, the payment amount shall bear interest at a rate equal to eight per cent (8%) above the prime rate of the Vendor's bank, calculated from the due date to the date of payment. Prime rate for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of 365 days) which the Vendor's bank establishes from time to time as the reference rate of interest in order to determine interest rates it will charge for demand loans made in Canada in Canadian dollars as the same is in effect from time to time. In the event of any other default under this Agreement by the Purchaser the Vendor shall have the right, at its sole option, but not the obligation, to take whatever steps are necessary to correct and/or remedy such default and the Purchaser shall pay forthwith to the Vendor upon demand the costs and expenses of the Vendor in doing so plus a fifteen percent (15%) administration fee. In the event the Purchaser fails to pay any of the foregoing amounts to the Vendor after demand the Vendor shall have the right, at its option, to add any of such outstanding amounts to the Purchase Price as an adjustment on the Closing Date. In addition, in the event that the Purchaser delays the Closing Date, the Vendor shall have the right to charge Two Hundred Dollars (\$200.00) plus HST per day as liquidated damages for each day of the delay, plus the Vendor's legal fees (and ancillary costs) of Five Hundred Dollars (\$500.00) plus HST per delay towards the administration of a delayed occupancy or closing, as applicable, and to amend and/or create documentation, but without there being any obligation whatsoever on the part of the Vendor to consent to any such delays. Furthermore, the Purchaser shall pay the Vendor's solicitor's fees in the amount of Two Hundred and Fifty Dollars (\$250.00), plus applicable taxes and disbursements, for each letter or other form of notice sent to the Purchaser or the Purchaser's solicitor relating to any default by the Purchaser.
50. The Purchaser covenants and agrees to pay to the Vendor all amounts to correct and remedy all damage caused by the Purchaser or those for whom he is in law responsible to any services installed within the Development, which services shall, without limitation, include survey stakes, landscaping, trees, curbs, curb cuts, streets, roads, sidewalks, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities. The amounts so paid by the Vendor shall form and constitute a Vendor's lien against the Real Property which Vendor's lien may be enforced in the same manner as a mortgage/charge thereon.
51. The Purchaser agrees that the Vendor shall have a Vendor's Lien on the Closing Date for unpaid purchase monies, adjustments and/or claims herein provided, together with interest thereon as set forth in paragraph 23 hereof and shall be entitled to register a Notice of Vendor's Lien against the Real Property any time after the Closing Date. Similarly, if the Purchaser was credited for the Rebate on the Closing Date but it is subsequently determined that the Purchaser does not qualify for the Rebate, the Vendor shall have a Vendor's Lien for the amount of the Rebate credited to the Purchaser, plus legal fees and disbursements incurred by the Vendor as a result of the Purchaser's improper claim for the Rebate, and the Vendor shall be entitled to register a Notice of Vendor's Lien against the Real Property. The Vendor will upon request deliver to the Purchaser for registration at the Purchaser's expense a release of the Vendor's Lien after such monies have been received by the Vendor.
52. The Purchaser hereby agrees to indemnify and save harmless the Vendor, its servants and agents, successors and assigns, from all actions, causes of action, claims and demands whatsoever for, upon or by reason of any damage, loss or injury to a person or property of the Purchaser or any of his friends, relatives, workmen, agents or anyone else for whom at law the Purchaser is responsible who have entered on the Real Property or any part of the Development whether with or without the authorization, express or implied, of the Vendor.
53. No waiver by the Vendor of any breach of covenant or default in the performance of any obligation hereunder or any failure by the Vendor to enforce its rights herein shall constitute any further waiver of the Vendor's rights herein, it being the express intent of the parties that any waiver or forbearance in enforcing its rights by the Vendor shall apply solely to that particular breach or failure.
54. Notwithstanding anything contained in this Agreement it is understood and agreed by the parties hereto that in the event that construction of the Dwelling is not completed on or before the Closing Date for any reason or in the event the Vendor cannot complete the subject transaction on the Closing Date, other than as a result of the Purchaser's default, the Vendor shall not be responsible or liable to the Purchaser in any way for any damages or costs whatsoever including without limitation loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs other than those costs set out in the Tarion Addendum.

#### **CAUSE OF ACTION/VENDOR ASSIGNMENT**

55. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
- (b) At any time prior to the Closing Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and instead of the Vendor.

**NOTICE**

56. Any notice required to be delivered under the provisions of the Tarion Addendum shall be delivered in the manner required therein.
57. Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or the Purchaser's solicitor to their respective addresses set out in this Agreement and to the Vendor or the Vendor's solicitors to their respective addresses set out in this Agreement or in all cases such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, facsimile transmission or electronic mail and upon the third day following posting excluding Saturdays, Sundays and statutory holidays. In the event of a mail stoppage or slow down, all notices shall be delivered, sent by facsimile transmission or sent by electronic mail. This Agreement or any amendments or addendum thereto may, at the Vendor's option, be properly delivered, if delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

**KEYS**

58. The Purchaser agrees that keys may be released to the Purchaser at the Vendor's sales office, customer service office or construction site office upon completion of this transaction, unless otherwise determined by the Vendor. The Vendor's or its solicitors' advice that keys are available for release to the Purchaser constitutes a valid delivery of keys to the Purchaser.

**ONE-TIME UNILATERAL RIGHT TO EXTEND CLOSING**

59. The Vendor shall have a one-time unilateral right to extend the Closing Date for one (1) Business Day (as defined in the Tarion Addendum) to avoid the necessity of tender where the Purchaser is not ready to close on the Closing Date and delayed closing compensation will not be payable for such period.

**CONSTRUCTION ACT**

60. The Purchaser covenants and agrees that he is a "home buyer" within the meaning of the *Construction Act* of Ontario, as may be amended, and will not claim any lien holdback on the Closing Date.

**GENERAL**

61. This offer, when accepted, shall constitute a binding agreement of purchase and sale. Time shall in all respects be of the essence of this Agreement. All of the Purchaser's and Vendor's covenants and obligations contained in this Agreement shall survive Closing of this transaction. It is agreed that there is no representation, warranty, guarantee, collateral agreement or condition affecting this Agreement or the Dwelling or the Real Property, except as set forth herein in writing, and this Agreement shall not be amended except in writing. The Purchaser releases and absolves the Vendor of any obligation to perform or comply with any promises or representations as may have been made by any sales representative or in any sales or marketing material(s), unless the same has been reduced to writing herein.
62. This offer and acceptance is to be read with all changes (including gender and number) required by the context, and shall be construed in accordance with the laws of the Province of Ontario.
63. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
64. The parties hereto agree that the signatures and/or initials on this Agreement or its acceptance, rejection or modification can be transmitted by fax transmission or, at the Vendor's option, by email (wherein a copy is scanned and forwarded by email to the other party) and that communication by such means will be legal and binding on all parties hereto.
65. In the event there are any matters provided for in this Agreement which are or may be the Vendor's responsibility pursuant to a municipal, regional or other governmental authority requirement and which the Municipality and/or Region and/or any other governmental authority no longer requires the Vendor to perform, complete, construct or install then such matter(s) shall be deleted from this Agreement and the Vendor shall have no responsibility or obligation in respect thereof.
66. The Purchaser agrees to comply with the terms of any direction re: funds provided by the Vendor or its solicitors in respect of the balance due on the Closing Date and to deliver on the Closing Date certified cheques for the balance due on Closing as directed by the Vendor or its solicitors.
67. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
68. If any provision of this Agreement or the application to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
69. The Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.



70. The Purchaser agrees as follows:
- (a) if any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be: (i) prepared in accordance with the *Substitute Decisions Act, 1992*, (ii) signed in the Province of Ontario, (iii) subject to the laws of the Province of Ontario, and (iv) a notarial copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that the said power of attorney has not been revoked) shall be delivered to the Vendor and the Vendor's solicitors along with such documents; and
  - (b) where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and the Purchaser may not plead such agency, trust relationship or any other relationships as a defence to such liability. Purchasers are advised that nothing in this paragraph shall be construed as the Vendor providing its approval that the Purchaser may be a corporation or may be buying in trust for another, or that title may be directed in any manner other than specifically permitted in this Agreement.

#### **ADDITIONAL PROVISIONS**

71. In the event that any governmental authority requires that a sump pump be installed for purposes of draining the weeping tiles of a dwelling, the Purchaser acknowledges and agrees that the repair and maintenance of such sump pump (and related components) will be the sole responsibility of such Potl owner.
72. Unless the Condominium Corporation is required to do so, any trees, fencing, retaining walls or noise barriers or other items of a similar nature erected by the Vendor or the Municipality on a Potl shall be maintained by the owner of such Potl after the Closing Date, without any modification or alteration whatsoever and in good order and tidy appearance and any landscaping provided by the Vendor in connection therewith shall be maintained by the Purchaser in good order and condition.

## SCHEDULE “B”

### Purchase Price to Include:

1. Selection of exterior colours including, brick, aluminum, roof, etc. as may be selected by the purchaser from the Vendor’s packages, if available, and if not previously ordered, or installed. The Purchaser acknowledges that the exterior colours may have been pre-selected or changed by the Vendor as a result of the Urban Design Guidelines provisions.
2. Self sealing asphalt shingles.
3. Windows are fully caulked and are installed with a vapour barrier.
4. Insulated metal front entry door with weatherstripping.
5. Sectional roll-up attached garage door.
6. Energy efficient (low “E” argon) qualified sliding glass patio door with screen, as per plan. Thermopane sliding patio door for most detached units only with complementing transom above for additional natural light, where size permits, as per plan.
7. Cold cellar, as per plan. (if grade permits.)
8. Aluminum soffits, fascias and eavestroughs, as per plan.
9. Thermopane energy efficient (low “E” argon) qualified vinyl casement windows on main and second floor except for garage and basement. Basement windows will be double glazed where applicable per plan.
10. Screens provided on all operating windows.
11. Poured concrete basement walls.
12. Driveway to be paved asphalt. (Vendor will provide base coat asphalt) The finished coat will be completed by the Vendor at the Purchaser’s expense (not refundable) to be adjusted on closing.
13. Lot to be graded and sodded to requirements of the Municipality.
14. Two exterior water service taps; one in the garage and one at the rear or side, as per plan.
15. Three exterior electrical outlets; one in the garage and one weatherproof outlet at the front and rear and all accessible second floor balconies, as per plan.
16. Pre-cast cement slabs from driveway to front entrance.
17. Exterior walls, ceiling, and basement to be insulated to Ontario Building Code standards.
18. Quality 2” x 6” exterior wood frame construction.
19. 5/8” or 3/4” tongue and groove subflooring throughout main and second floor, as per plan screwed down and joints sanded with an advanced Engineered Floor Joist System.
20. Oak main staircase to feature oak stringers, handrail and pickets from ground floor to main floor (Street Towns & Detached Units) and from ground floor to main floor and main floor to third floor (Urban and Laneway Town Units), as per plan excluding stairs to basement and landings.
21. 9’ ground and second floor ceilings (Street Towns & Detached Units). 8’ ground floor ceilings and 9’ main and third floor ceilings (Urban and Laneway Town Units). as per plan.
22. Broadloom and underpad on second floor excluding staircase to all non-tiled areas (Street Towns & Detached Units), as per plan. Broadloom and underpad on third floor excluding staircase to all non-tiled areas (Urban and Laneway Town Units), as per plan.
23. 2 ¼” Red Oak solid oak flooring from Vendor’s standard samples on ground floor (Street Towns & Detached Units) and ground and main floors (Urban and Laneway Towns) including staircase landings to all non-tiled areas, as per plan.
24. Electric fireplace, as per plan.
25. Carrera Series doors and trim with quality hardware. Arches to be trimmed on main floor.
26. Smooth ceilings on ground floor (Street Towns & Detached Units), and ground and main floors (Urban and Laneway Towns). Sprayed and stippled ceilings in all second floor rooms (Street Towns & Detached Units) except bathrooms and laundry room, as per plan. Sprayed and stippled ceilings in all third floor rooms (Urban and Laneway Towns) except bathrooms and laundry room, as per plan.
27. All interior walls, trim and doors painted with low VOC paint throughout, off white.
28. Ceramic floor tile in the front vestibule, foyer (as per applicable plan), laundry room (if on main or second floor) powder room, main and principal ensuite bathrooms as per plan from Vendor’s standard samples.
29. Custom quality cabinets on bathroom vanities, as per plan selected from Vendor’s standard samples. Extra height principal ensuite bathroom vanity and extra height kitchen cabinets, as per plan.
30. \*Primary Level granite countertop with standard edge from Vendor’s standard samples in kitchen and servery, and bathrooms, as per plan (All Models).
31. Kitchen includes double stainless steel sink with single lever faucet and hood fan ducted to outside.
32. Ceramic wall tiles in bathtub enclosure, as per plan. Bathrooms with separate shower stall have tiles around the tub and tiles to ceiling in shower stall, as per plan.
33. Freestanding bathtub in principal ensuite from Builder standard selections, as per plan.
34. Frameless glass shower enclosure in principal ensuite, as per plan.
35. Quality plumbing fixtures in bathrooms.
36. Single shower controls in all tubs and showers to feature temperature control valve.
37. Chrome finish single lever taps on all sinks, basins and bathtubs excluding laundry tub.
38. Pedestal sink and mirror in powder room, as per plan.
39. Mirror in bathrooms and powder rooms.
40. Electrical service with circuit breaker panel including heavy duty cable and outlet for stove and dryer as per the Ontario Building Code.
41. Electric door chime.
42. Smoke detectors on all levels as per Ontario Building Code standards and one carbon monoxide detector.
43. Prewire for two (2) TV outlets, as per plan.
44. Prewire for future home automation, 1 CAT-6 prewire to terminate in great room from basement, as per plan.
45. Rough-in for future dishwasher (plumbing and electrical).
46. Rough-in 3 piece bathroom in basement, as per plan. (Location may vary from that shown on plan.)
47. Qualified high efficiency forced air gas furnace and tankless water heater contributing to energy efficiency in the home. (Location may vary from that shown on plan.)
48. Rental of tankless water heater. The purchaser acknowledges that the tankless water heater is a rental and agrees to execute a rental agreement on or before closing.
49. Single fiberglass laundry tub and washer taps, as per plan.
50. Taps installed for automatic washer connection.
51. Warranty as set out by the Tarion Warranty Corporation (TARION), save and except the enrolment fee.
52. White decora style switches and receptacles throughout.

### Purchaser acknowledges that:

1. The Vendor will not allow the Purchaser to do any work and/or supply any material to finish the dwelling before final closing.
2. If an item selected by the Purchaser is not available, the Purchaser must reselect from the Vendor’s samples within forty-eight (48) hours of notification, failing which the provisions of the Agreement in respect of an original selection shall prevail.
3. Purchasers are notified that the side door (where applicable) may be lowered to accommodate side yard drainage as per grading or municipality requirements.
4. Laundry room layout and stairs are particularly susceptible to alteration in order to accommodate building code, municipally approved grading and drainage requirements. Purchasers are notified that the number of steps to front entrance and rear entrance, landing and vestibule may be increased or decreased depending on final grading. Purchasers are notified that jogs in walls of rooms may vary from model to model to accommodate structural requirements and/or venting for the house.
5. Main floor laundry room floor, landing and vestibules, where applicable, may be lowered to accommodate entry door(s) at the vendor’s discretion (unfinished basement ceiling height or cold cellar height shall be lowered accordingly). Some ceiling heights in various rooms, hallways and bulkheads may be lower than 9’, as per plan.

## SCHEDULE “B”

6. Purchaser acknowledges that variations from Vendor’s samples may occur in finishing materials, kitchen and vanity cabinets, floor and wall finishes due to normal production process and any variations in colour or grain in natural wood products or manufactured flooring products including but not limited to manufactured laminate, birch, maple, oak flooring is not the responsibility of the Vendor as the flooring finish may not match the stain or finish of stairs, pickets and railings because of the difference of materials used.
7. Purchaser acknowledges that the Tarion Warranty Corporation (TARION) enrolment fee and HCRA FEE are not included in the purchase price.
8. The purchase price has been determined on the assumption that the Purchaser is eligible for the HST new housing rebate and that the Purchaser will assign said rebate to the Vendor in accordance with the terms of the Agreement of Purchase and Sale. In the event that the Vendor does not accept the assignment of the HST new housing rebate in accordance with the terms of the Agreement of Purchase and Sale, the Purchaser acknowledges that it will pay an amount equivalent to the rebate in addition to the purchase price, and shall have the right to claim the rebate amount directly from the CRA should the Purchaser be eligible for said rebate. HST (Provincial and Federal portions) is included in purchase price.
9. SELECTIONS ALREADY MADE ON THE ABOVE ITEMS BY THE BUILDER CANNOT BE CHANGED.
10. EXTERIOR ELEVATION, APPEARANCES AND FINISHINGS WILL BE SIMILAR TO PICTURES OR RENDERINGS BUT MAY NOT NECESSARILY BE IDENTICAL.
11. ALL SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. LOT FRONTAGES ON SITE PLAN REFER TO THE MINIMUM WIDTH OF THE LOT AT THE FRONT BUILDING SETBACK.
12. SOME EXTERIOR DETAILS MAY BE IN COMPLIMENTARY MATERIALS OTHER THAN BRICK INCLUDING BUT NOT LIMITED TO SIDE ROOF GABLES.

### Notes:

1. Natural products (i.e. granite, wood and marble) are subject to natural variations in colour and grain. Tile is subject to pattern, shade and colour variations.
2. Purchasers must make all finishing selections from the Vendor’s standard selections. If the Pot/Lot/Unit/Dwelling is at a stage of construction which will enable the Vendor to permit the Purchaser to make colour and material choices from the Vendor’s standard selections, then the Purchaser shall have until the Vendor’s date designated by the Vendor (of which the Purchaser shall be given ten (10) days prior notice) to properly complete the Vendor’s colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise all of the Purchaser’s rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours or materials so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule provided that such materials and items are of quality equal to or better than the materials and items set out herein.
3. 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.
4. All dimensions, if any, are approximate. Actual useable floor space may vary from the stated floor area, if so stated.
5. All features, finishes, specifications and materials are subject to change without notice.
6. Pursuant to this Agreement or this Schedule or pursuant to a supplementary agreement or purchase order, the Purchaser may have requested the Vendor to construct an additional feature within the Pot/Lot/Unit/Dwelling which is in the nature of an optional extra (such as, by way of example only, a fireplace). If, as a result of building, construction or site conditions within the Pot/Lot/Unit/Dwelling, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor’s obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the vendor in respect of such extra, without interest and in all other respects this agreement shall continue in full force and effect.
7. Floor and specific features will depend on the Vendor’s package as selected.
8. The Purchaser acknowledges that the exposed texture of the concrete ceiling finish is equivalent to concrete forming industry standards.
9. The Vendor shall have the right to substitute other products and materials for those listed in this Schedule, represented to the Purchaser or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to or better than the products and materials so listed or so provided. The determination of whether or not substituted materials and products are of equal or better quality shall be made by the Vendor’s architect, whose determination shall be final and binding.
10. Colour, grain, texture and appearance, etc. of features and finishes installed in the Pot/Lot/Unit/Dwelling may vary from Vendor’s samples as a result of normal manufacturing and installation processes. Sizes and specifications subject to change without notice.
11. All suites protected by the Tarion Warranty Corporation.

**The purchaser acknowledges receipt of the aforementioned Features and Finishes in Schedule “B”.**

E. & O.E.

## SCHEDULE “C”

### TERMS OF OCCUPANCY LICENCE

In the event that pursuant to paragraph 5 of Schedule “A” – General Provisions, the Dwelling is substantially completed and ready for occupancy by the Closing Date but the Creating Documents have not been registered and as a result thereof the Vendor is unable to deliver title to the Potl to the Purchaser, the Terms of the Occupancy License set out in Schedule C to Tarion Addendum shall apply together with the following provisions:

- C.1 Occupancy shall be given on date set out in the Tarion Addendum.
- C.2 Although the Purchaser is not required to pay the balance due on closing upon occupancy, the Purchaser shall pay or have paid the amount set forth and in accordance with paragraph 3.2 of the Agreement, unless otherwise agreed to between the Vendor and Purchaser in writing. Upon payment of such amount, the Vendor grants to the Purchaser a licence to occupy the Potl.
- C.3 The Purchaser shall pay to the Vendor a monthly Occupancy Fee which shall not exceed the amount as calculated in paragraph 3 of Schedule C to Tarion Addendum. If possession does not occur on the first day of the month, the Purchaser shall pay on the date of possession a pro rata amount for the balance of the month by certified funds. The Purchaser shall deliver to the Vendor a series of post-dated cheques as required by the Vendor for payment of the monthly Occupancy Fee. With respect to taxes, the Purchaser agrees that the Purchaser shall be responsible for municipal taxes from the date of possession.
- C.4 The Purchaser shall be allowed to remain in occupancy of the dwelling on the Potl provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of occupancy the Vendor in its sole discretion and without limitation of any other rights or remedies provided for in this Agreement or at law may terminate this Agreement and revoke the Occupancy Licence whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Vendor may take whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor for all costs it may incur.
- C.5 At or prior to the time that the Purchaser takes possession of the dwelling on the Potl, the Purchaser shall execute and deliver to the Vendor any documents, directions, acknowledgments, assumption agreements or any and all other documents required by the Vendor or any utility supplier(s) or utility monitor(s), including but not limited to a owners and/or tenant’s insurance policy (which must include third party liability and flood damage) satisfactory to the Vendor, in the same manner as if the closing of the transaction was taking place at that time.
- C.6 The Purchaser shall pay the monthly Occupancy Fee until title transfer and the Vendor shall destroy all unused post-dated Occupancy Fee cheques following title transfer.
- C.7 The Purchaser agrees to maintain the dwelling on the Potl in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor which may be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Potl by the supplier of such services.
- C.8 If the Vendor or Purchaser gives notices of termination as permitted under paragraph 6 of Schedule C to Tarion Addendum or otherwise in the Agreement, the Purchaser shall give up vacant possession and pay the Occupancy Fee to such date, after which this Agreement and Occupancy Licence shall be terminated and all moneys paid to the Vendor on account of the Purchase Price shall be returned to the Purchaser without deduction, subject however, to any repair and redecorating expenses of the Vendor necessary to restore the dwelling on the Potl to its original state of occupancy, reasonable wear and tear excepted. The Purchaser and Vendor each agree to provide a release of this Agreement in the Vendor’s standard form. If the Vendor or Purchaser does not give notice of termination, the provisions of Section 79(3) of the Act may be invoked by the Vendor.
- C.9 The Vendor and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of this Agreement.
- C.10 The Purchaser acknowledges that it is the responsibility of the Purchaser, upon taking possession to insure the dwelling on the Potl for the full replacement value thereof and to provide a copy of same to the Vendor. The Vendor is not liable for the Purchaser’s loss occasioned by fire, theft or other casualty, unless caused by the Vendor’s willful conduct.
- C.11 The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser’s neglect, damage or use of the Potl or the Condominium, or by reason of injury to any person or property in or upon the Potl or the Condominium resulting from the negligence of the Purchaser, members of his/her immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the dwelling on the Potl as a result of the Purchaser’s neglect, damage or use of the dwelling on the Potl, he/she will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.

- C.12 The Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during Interim Occupancy without the prior written consent of the Vendor which consent may be arbitrarily withheld, unless otherwise agreed to by the Vendor in writing. The Purchaser acknowledges that the Vendor's legal fees (and ancillary costs) will be payable to the Vendor each time the Vendor consents to the Purchaser's request to assign, sublet or dispose of the Occupancy Licence, but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing so requested.
- C.13 The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the dwelling on the Potl, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser. If the dwelling on the Potl can be repaired within a reasonable time following damages as determined by the Vendor (but not, in any event, to exceed one hundred and eighty (180) days) and the dwelling on the Potl is, during such period of repair uninhabitable, the Vendor shall proceed to carry out the necessary repairs to the dwelling on the Potl with all due dispatch and the Occupancy Fee shall abate during the period when the dwelling on the Potl remains uninhabitable; otherwise, the Purchaser shall vacate the dwelling on the Potl and deliver up vacant possession to the Vendor and all moneys (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser without deduction. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.
- C.14 The Purchaser shall be responsible for all damages to the Real Property and to the common elements, caused by the Purchaser (or by any member of the Purchaser's family residing within the Potl), or by any agents, servants, workmen, invitees and/or licensees of the Purchaser (or of any member of the Purchaser's family residing within the Potl). The Purchaser shall reimburse the Vendor for the cost of repairs in respect of any such damage and shall indemnify and save the Vendor harmless from and against all costs, damages, and liabilities suffered or incurred by the Vendor in having to restore the Property to the condition existing before the possession of the Property was granted to the Purchaser.

## SCHEDULE "E"

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***The Purchase Price shall include the following:***

Lot:

Plan:

Purchaser:

DRAFT

## SCHEDULE "F"

### PURCHASE OF AN INTEREST IN A COMMON ELEMENTS CONDOMINIUM

1. The meaning of words and phrases used in this Schedule and in this Agreement shall have the meaning ascribed to them in the *Condominium Act*, 1998, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the "Act") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
  - (a) **"Agreement"** shall mean the Agreement of Purchase and Sale to which this Schedule is attached including all other Schedules attached hereto and made a part hereof;
  - (b) **"Condominium"** shall mean condominium plan created upon the registration of the Creating Documents;
  - (c) **"Condominium Documents"** means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement, as may be amended from time to time, and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, including, but not limited to, utilities sub-metering and check-metering agreement(s) and any assignment and assumption agreements, all as may be amended from time to time;
  - (d) **"Condominium Corporation"** or **"Corporation"** shall mean the Common Element Condominium Corporation created upon registration by the Vendor of the Creating Documents; and
  - (e) **"Creating Documents"** shall mean the declaration and description (as such terms are defined in the Act), which are intended to be registered against title to the lands comprising the Condominium Corporation and which will serve to create the Condominium Corporation, as may be amended from time to time.
2. In addition to purchasing the Real Property, the Purchaser hereby agrees to purchase a common interest in the Condominium Corporation as more particularly described in the Condominium Documents on the terms and conditions set out in this Schedule "F".
3. The Purchase Price for the common interest in the Condominium Corporation is Two (\$2.00) Dollars which is payable on the Closing Date.
4. There is no deposit payable by the Purchaser for the purchase of the common interest in the Condominium Corporation.
5. The Purchaser agrees to accept title subject to the Condominium Documents notwithstanding that same may be amended or varied from the proposed condominium documents provided to the Purchaser and acknowledges that upon receipt of a Transfer/Deed of Land to the Real Property, the common interest in the Condominium Corporation cannot be severed from the Real Property upon any subsequent sale of the Real Property.
6. The Vendor's proportionate amount of the common expenses attributable to the Real Property shall be apportioned and allowed to the Closing Date.
7. The Purchaser acknowledges that the Condominium Corporation and the purchase of a common interest in the Condominium Corporation are not warranted by the *Ontario New Home Warranties Plan Act*.
8. The Purchaser acknowledges that the common elements of the Condominium Corporation will be constructed to standards and/or the requirements of the Municipality. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any part of the Condominium to conform with any municipal requirements related to official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval. Such changes may be to the plans and specifications existing at inception of the Condominium Corporation or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales brochures or otherwise. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.
9. Notwithstanding anything contained in this Agreement (or in any schedules annexed hereto) to the contrary, it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor or its sales representative an acknowledgement of receipt of both the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto, within fifteen (15) days from the date of the Purchaser's execution of this Agreement as set out below, then the Purchaser shall be deemed to be in default hereunder and the Vendor shall have the unilateral right to terminate the Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser's initial deposit cheque shall be forthwith returned to the Purchaser by or on behalf of the Vendor.

## SCHEDULE “H”

### RESTRICTIONS

The burden of each of the covenants hereinafter set out shall run with each and every Parcel of Tied Land (hereinafter individually referred to as a “POTL”) appurtenant to Durham Common Elements Condominium Plan No \_\_\_\_; the owner of each such POTL (each an “Owner”) for itself, its successors and assigns covenants with the Owners of all other POTLs and Durham Common Elements Condominium Corporation No \_\_\_\_ that the Owner and the Owner’s successors in title from time to time of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions, provisions and covenants set forth below, namely:

1. All owners of Parcels of Tied Land (each an “Owner”) having an appurtenant common interest in the Common Elements Condominium (hereinafter individually referred to as a “POTL”) are advised that the title to a POTL may be subject to an easement which will allow the Condominium Corporation and its designates to install, inspect, maintain and/or repair the above and below grade municipally-approved services, and that the use of the front or side areas forming part of the POTL and lands adjacent to any such POTL may be limited by the siting of street lights, street signage, television boxes, hydro vaults and any other municipally-approved structures and fixtures, including any below grade services, situated within, beneath or adjacent to such areas.
2. No changes to the exterior finishes of the dwelling in any manner whatsoever are permitted, including, but not limited to, roofing shingles, vents to roof and walls, soffit, fascia, eavestroughing, siding and trim, windows, exterior doors, stone veneer, decks, privacy screens, fences and railings. In the event of maintenance to or replacement being required of any of the exterior finishes, the Owner(s) undertake(s) to use building materials which are the same or as close as possible to the as-constructed materials with regard to colour, shape, size and texture. Owners shall not change, maintain or replace any exterior finishes of the dwelling unless and until they have obtained the written consent of the Board of Directors of the Condominium Corporation, as agent for and behalf of the POTL Owners, so as to ensure uniform colour, texture shape and size to the finishes of the entire building at all times.
3. No tree located on the subject lands shall be cut down, removed or destroyed without the prior written consent in writing of the Vendor until such time as all POTLs in the development have been sold, and thereafter without the prior written consent in writing of the Town of Aurora (the “Municipality”).
4. No Owner shall, without the prior written authority of the Municipality (which may be arbitrarily withheld), interfere with or alter any above or below ground drainage, catch basin or storm water management system or lead, or obstruct the natural flow of water, or obstruct the drainage as designed and engineered to a POTL. No Owner shall alter the grading or change the elevation or contour of a POTL except in accordance with drainage and grading plans approved by the municipal public works department. No Owner shall alter the overall drainage patterns of the POTL, water drainage upon the POTL or to and from adjoining lands, and each Owner agrees to grant and shall not refuse to grant such easements as may be required from time to time by the owner of adjoining lands for drainage purposes.
5. No motor vehicle, including without limitation a boat, snowmobile, camper van, trailer (including trailer with living, sleeping or eating accommodation), or any other vehicle, other than an automobile or motorcycle, shall be parked, placed, located, kept or maintained upon the subject lands or any part thereof unless concealed in a wholly enclosed garage.
6. No fencing shall be removed along the front, rear and side lot lines of all Potls, save and except for the repair and replacement of same. No wood or privacy fencing shall be installed or erected on the land, except in such locations as initially erected by the Vendor as part of the overall scheme of the Condominium, until such time as all POTLs in development have been conveyed from Vendor to purchasers.
7. The installation, replacement and reconfiguration of fencing will be governed by the regulations and standards set by the Town of Ajax and/or other governmental authorities from time to time.
8. No repairs to any automobile or to any other vehicle or equipment shall be carried out on the POTL and no automobile or any other vehicle or equipment that is undergoing repairs of any nature or not capable of operation shall be parked or located upon the subject lands or any part thereof, unless concealed in a wholly enclosed garage.
9. No air conditioning system may be installed on the property unless it complies with the Ministry of Environment’s criteria and other applicable requirements as may be specified by the Municipality.
10. No Owner shall prevent access over his or her POTL (other than within the dwelling) by any agent of any utility or meter reading company for purposes of installing, maintaining, repairing, replacing or reading any meters located on or adjacent to any POTL
11. Notwithstanding anything contained herein, the Vendor shall have the right, by instrument in writing, from time to time to waive, alter or modify the covenants, provisions and restrictions contained herein with respect to all or any part of the lands hereinbefore described, without notice to, or the consent of any transferee or Owner.
12. Owners shall not breach any provision contained in any development agreement as it relates to the POTL, the buildings constructed thereon, or the grading with respect thereto.
13. Each of these covenants and restrictions shall be deemed independent and severable in whole or in part and the invalidity or unenforceability of any one covenant or restriction or any portion thereof shall not affect the validity or enforceability of any other covenant or restriction or remaining portion thereof.
14. All Owners are advised that easements or rights may be granted in favour of the condominium to access any Potl (other than the interior of the dwelling) in order to carry out any maintenance and/or repair to the Common Elements of the Condominium, including any services located beneath Potls, and, without limiting the foregoing, the Condominium shall have the right to disturb and remove any deck or flooring material and any other improvements within such outside areas if necessary to perform any work of any kind.
15. No gas lines may be installed through the front yard area of any Potl.

The burden of these covenants and restrictions shall run with all POTLs appurtenant to York Region Common Elements Condominium Plan No \_\_\_\_ and the benefit of these covenants and restrictions may be annexed to and run with each and every POTL as well as the common elements of York Region Common Elements Condominium Plan No \_\_\_\_ . All Owners, their respective successors in title, from time to time of the POTLs, shall keep, observe, perform and comply with the stipulations, provisions and covenants set forth herein.



# SCHEDULE "N"

## Prohibition on the Purchase of Residential Property by Non-Canadians

1. The Purchaser acknowledges the provisions set forth in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* and the regulations thereto (collectively, the "**N-C Act**"), and the Purchaser hereby covenants, warrants and represents to the Vendor, unless the Purchaser is exempt from the application of the N-C Act (an "**Exempt Person**"), that the Purchaser is not a non-Canadian as defined by the N-C Act (a "**non-Canadian**") nor will the Purchaser be a non-Canadian before the final closing of the transaction contemplated by this Agreement (the "**Closing**"). The Purchaser further covenants, warrants and represents to the Vendor that it is purchasing the subject property as principal for its own account and same is not being purchased by the Purchaser as an agent, trustee or otherwise on behalf of or for another person or entity. In the event the Purchaser (or any assignee of the Agreement by the Purchaser, whether permitted or not by the Agreement) is determined by the Vendor, on or before Closing, to be a non-Canadian and on the date of such determination is not an Exempt Person, same shall constitute a default under this Agreement and the Vendor shall be entitled, at its sole option, to unilaterally declare this Agreement (and the Occupancy Licence (if applicable)) to be terminated and of no further force or effect. All monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon (whether or not such interest would have been payable or accrue to the benefit of the Purchaser as provided for elsewhere in this Agreement) and monies paid or payable for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the dwelling, shall be forfeited to the Vendor. The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. In addition, the Purchaser shall indemnify and save harmless the Vendor and/or related or associated corporations to the Vendor, their directors, officers, employees and agents, and the legal counsel of the Vendor, and/or authorized agents of the Vendor, and the successors or assigns of each, from and against all loss, penalties, fines, liability, claims, demands, damages, costs (including without limitation all legal costs) and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being determined to be a non-Canadian who is not an Exempt Person and this indemnity shall survive the Closing. Upon execution of this Agreement, the Purchaser shall provide written evidence and confirmation satisfactory to the Vendor that the Purchaser is not a non-Canadian or is an Exempt Person. In addition, at any time on or prior to Closing but within ten (10) days of written demand from the Vendor, the Purchaser shall provide such written evidence and confirmation, satisfactory to the Vendor (which may include, without limitation, a statutory declaration of the Purchaser), that the Purchaser is not a non-Canadian in accordance with the N-C Act or is an Exempt Person.
  
2. The Purchaser(s) shall provide the following identification and/or documentation to evidence that they are not a non-Canadian and SHALL PROVIDE NOTICE TO THE VENDOR SHOULD THE PURCHASER BECOME i) a non-Canadian or ii) person who is not an Exempt Person: (Copies of documentation may be kept on file by the Vendor):
  - (a) **For Individuals:** (a) Canadian Passport; (b) Canadian Permanent Residency Card; (c) Canadian Birth Certificate<sup>1</sup>; and/or (d) Indian Status Card;
  
  - (b) **For Corporations:** (a) Obtain the ARTICLES of incorporation and FORM 1 for the corporation; (b) If the corporation was created under the Canada Business Corporations Act, obtain the register of individuals with significant control (ISC Register); (c) If the corporation was created under the Ontario Business Corporations Act, obtain the transparency register of individuals with significant control (Transparency Register); (d) If the percent of control as shown on either the ISC Register or Transparency Register, as applicable, equals 100% when added up, obtain appropriate identification for each individual listed in the registers noted in items b. and c., above (as applicable); (e) If the percent of control as shown on either the ISC Register or Transparency Register, as applicable, equals LESS THAN 100% when added up, obtain (A) a statutory declaration regarding control from an officer of the corporation, and (B) appropriate identification for each individual listed in the statutory declaration; and/or (f) To be advised by Vendor if the corporation is created in any other jurisdiction.
  
  - (c) **For Trusts/Partnership:** To be advised by Vendor

Acknowledged at

VENDOR:

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

<sup>1</sup> Please note: a Canadian birth certificate doesn't prove your citizenship if when you were born: (a) none of your parents were a Canadian citizen or permanent resident of Canada and; (b) at least 1 of your parents worked for a foreign government/international organization. We also don't accept DND 419 birth certificates as proof of citizenship.

## Statement Of Critical Dates Delayed Occupancy Warranty

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

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

**VENDOR** \_\_\_\_\_  
PD WELLINGTON (HOMES) INC.  
Full Name(s)

**PURCHASER** \_\_\_\_\_  
Full Names(s)

### 1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

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

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

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

The Vendor can set a Delayed Occupancy Date that is up to 365 days after the earlier of the Second Tentative Occupancy Date and the Firm Occupancy Date. This **Outside Occupancy Date** could be as late as:

### 2. Notice Period for an Occupancy Delay

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

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

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

### 3. Purchaser's Termination Period

If the home is not completed by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on:

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 11 and 12 of the Addendum).

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

Acknowledged this

VENDOR:

PURCHASER

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

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

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

**The Vendor shall complete all blanks set out below.**

**VENDOR**

PD WELLINGTON (Homes) Inc.

Full Name(s)

B60747

HCRA Licence Number

1 Herons Hill Way

Address

(416) 756-1972

Phone

Toronto

City

ON

Province

M2J 0G2

Postal Code

(416) 756-1973

Fax

atownssales@paradisedevelopments.com

Email

**PURCHASER**

Full Name(s)

Address

Phone

City

Province

Postal Code

Fax

Email

**PROPERTY DESCRIPTION**

Municipal Address

City

Province

Postal Code

The lands and premises in the Town of Aurora (the “**Municipality**”), presently forming and comprising a portion of those lands described as portions of Part of Block 39, Plan 65M4731, Town of Aurora, and as generally described on the site plan attached hereto as Schedule “S” (the “**Real Property**” or “**Potl**”) and on which has been or is to be constructed a dwelling house as hereinafter provided (the “**Dwelling**”)

Short Legal Description

Number of Homes in the Freehold Project **211**\_\_\_\_ (if applicable – see Schedule A)

**INFORMATION REGARDING THE PROPERTY**

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision.  Yes  No  
 If yes, the plan of subdivision is registered.  Yes  No  
 If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.  Yes  No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:  Yes  No  
 (i) water capacity and (ii) sewage capacity to service the Property.  
 If yes, the nature of the confirmation is as follows:  
 If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:
- (c) A building permit has been issued for the Property.  Yes  No
- (d) Commencement of Construction:  has occurred; or  is expected to occur by the **1<sup>st</sup>** day of **March, 2023**.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.  
**NOTE: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.**

**Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)**

## SETTING AND CHANGING CRITICAL DATES

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

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

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

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

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

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor, before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 11.

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

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
  - (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
  - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;

**Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)**

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

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

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

## 5. Extending Dates – Due to Unavoidable Delay

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

## EARLY TERMINATION CONDITIONS

### 6. Early Termination Conditions

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

**Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)**

**Condition #1 (if applicable)**

Description of the Early Termination Condition:

See Appendix

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

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

**Condition #2 (if applicable)**

Description of the Early Termination Condition:

See Appendix

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

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

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

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

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
  - (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
  - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
  - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
  - (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
  - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
  - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of a related common elements condominium corporation under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

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## MAKING A COMPENSATION CLAIM

### 7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date; or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 11(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
- (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
  - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
  - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 11(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either: pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

### 8. Adjustments to Purchase Price

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

### 9. Occupancy

If the Purchaser accepts or is required to accept Occupancy in advance of receiving a title transfer of the home, then the provisions of Schedule C shall apply.

## MISCELLANEOUS

### 10. Ontario Building Code – Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or

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

### **11. Termination of the Purchase Agreement**

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

### **12. Refund of Monies Paid on Termination**

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 11(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser’s monies shall be calculated in accordance with the *Condominium Act, 1998*.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

### **13. Definitions**

“**Business Day**” means any day other than: Saturday; Sunday; New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and



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where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

**"Closing"** means the completion of the sale of the home including transfer of title to the home to the Purchaser.

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

**"Critical Dates"** means the First Tentative Occupancy Date, the Second Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser's Termination Period.

**"Delayed Occupancy Date"** means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

**"Early Termination Conditions"** means the types of conditions listed in Schedule A.

**"Firm Occupancy Date"** means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

**"First Tentative Occupancy Date"** means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

**"Occupancy"** means the right to use or occupy the home in accordance with the Purchase Agreement.

**"Occupancy Date"** means the date the Purchaser is given Occupancy on or before Closing.

**"Outside Occupancy Date"** means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

**"Property" or "home"** means the freehold home being acquired by the Purchaser from the Vendor, and its interest in the related common elements condominium corporation.

**"Purchaser's Termination Period"** means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

**"Second Tentative Occupancy Date"** has the meaning given to it in paragraph 1(c).

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

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

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

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

### **14. Addendum Prevails**

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

### **15. Time Periods, and How Notice Must Be Sent**

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 15, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.

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- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

**16. Disputes Regarding Termination**

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

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

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**SCHEDULE A**

**Types of Permitted Early Termination Conditions**

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

(a) upon receipt of Approval from an Approving Authority for:

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

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

(b) upon:

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

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

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):

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

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

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

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

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

**3. Each condition must:**

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

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

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

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**SCHEDULE B**

**TO ADDENDUM  
TO AGREEMENT OF PURCHASE AND SALE**

**Adjustments to Purchase Price or Balance Due on Closing**

**PART I Stipulated Amounts/Adjustments**

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

[Draft Note: List items with any necessary cross-reference to text in the Purchase Agreement]

	<b>DESCRIPTION</b>	<b>SECTION</b>	<b>AMOUNT</b>
1.	Failure to notify of cancelation or postponement within 24 hours, or failure to attend scheduled appointment	3(c)	\$200.00 plus HST per occurrence
2.	Contribution to lender fees, including partial discharges	20(i)	\$300 plus HST
3.	Contribution to costs of tree planting and general landscaping	20(o)	\$350 plus HST
4.	Contribution to costs of internet delivery of documentation and electronic registration	20(p)	\$100 plus HST
5.	Contribution to costs of survey preparation	20(q)	\$200 plus HST
6.	Delivery of Status Certificate	20(r)	\$100 plus HST
7.	Unaccepted cheque	22	\$500 plus HST per cheque
8.	Direct deposit and wire transfer fee, and administrative fee for failure to comply with wire or direct deposit instructions of the Vendor's Solicitor	24	\$150 plus HST \$150 plus HST
9.	Photocopy of PDF scan from Vendor's Solicitor's file	25	\$150 plus HST
10.	Changes to information, occupancy closing documentation or final closing documentation	26	\$500 plus HST
11.	Preparation of amendment or mutual release and termination agreement after expiry of the 10 day cooling off period	27	\$500 plus HST
12.	Fees and liquidated damages for Purchasers Delaying Occupancy	49(d)	\$200 plus HST per day and \$500 plus HST per delay
13.	Legal fees relating to Notice of Default, Notice of Termination, agreement to revive, and such other notices/letters that may arise as a result of a default by the Purchaser	49(d)	\$250 per notice/letter, plus HST and disbursements

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

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

[Draft Note: List items with any necessary cross-reference to text in the Purchase Agreement]

	<u>DESCRIPTION</u>	<u>SECTION</u>
1.	Any enrolment or regulatory fee for the Real Property	20(a)
2.	Common expense contributions	20(b)
3.	Unpaid amounts, including upgrades, extras and/or changes	20(c)
4.	Realty taxes	20(d)
5.	Hydro meter, connection, installation, energization, etc. charges (not to exceed \$925.00 plus HST)	20(e)
6.	Water meter, connection, installation, energization, etc. charges (not to exceed \$600.00 plus HST)	20(f)
7.	Costs relating to Purchaser's failure to make required contractual arrangements	20(g)
8.	Law Society of Upper Canada charge imposed on Vendor or its solicitors	20(h)
9.	Canada Post charges (not to exceed \$200.00 plus HST)	20(j)
10.	Any new taxes or increases to existing taxes	20(k)
11.	Proportionate contribution towards any increases in Levies	20(l)
12.	Proportionate contribution towards any Education Levies	20(m)
13.	Completing the final coat of asphalt on the driveway (not to exceed two thousand three hundred and fifty (\$2,350.00) dollars for single car driveways, and not to exceed two thousand eight hundred and fifty (\$2,850.00) dollars for double car driveways)	20(n)
14.	Deposits or security required by utility supplies or third parties which provide any metering or rental services	20(s)
15.	Any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.	20(t)
16.	Utility Supplier(s) deposit(s)	21
17.	HST Rebate where Purchaser does not qualify for the Rebate	28
18.	HST on adjustments, extras, upgrades, changes	28
19.	Cost of extras, upgrades, changes	29
20.	Costs to remedy correct, remove or remedy unauthorized work, plus administration fee	37
21.	Removing unauthorized title registrations	41
22.	Interest and liquidated damages, plus administration fee	49(d)
23.	Vendor's Lien	50 and 51
24.	Occupancy Fees and other amounts	Para 3 on Schedule C to Tarion Addendum

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**SCHEDULE C**

**Terms of Occupancy Licence**

If the purchaser takes Occupancy of the home before the date of Closing or is required to do so under the Purchase Agreement, then the following provisions shall apply:

1. The Purchaser shall be given Occupancy of the home on the Occupancy Date.
2. The Purchaser shall not be required to pay the balance due on the purchase price on the Occupancy Date unless the Occupancy Date is also the Closing Date.
3. The Purchaser shall pay to the Vendor a monthly **Occupancy Fee** from and after the Occupancy Date which shall not exceed an amount calculated as follows:
  - (i) interest calculated on a monthly basis on the unpaid balance of the purchase price at the prescribed rate as specified in subsection 19(1) of O.Reg 48/01 to the Condominium Act, 1998; plus
  - (ii) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the home; plus
  - (iii) the projected monthly common expense contribution for the home's share of the common elements condominium corporation (CEC).

The Occupancy Fee shall be payable on the first day of each month in advance until the date of Closing. The Occupancy Fee is a fee for the use of the home and no part of it shall be credited as payments on account of the Purchase Price. If Occupancy does not occur on the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month.

4. If the Vendor charges the Purchaser a monthly Occupancy Fee for longer than six (6) months and the monthly Occupancy Fee includes a projected contribution to the reserve fund for the CEC, then, with respect to the Occupancy Fee for each month after the sixth month, the Vendor shall hold in trust and remit to the CEC upon registering the declaration and description for the CEC, the portion of the monthly Occupancy Fee that represents the projected contribution to the reserve fund.
5. The Vendor, during the Purchaser's period of Occupancy,
  - (a) shall provide those services that the CEC corporation will have a duty to provide to owners after the registration of the CEC declaration and description;
  - (b) shall repair and maintain the CEC property in the same manner as the CEC corporation will have a duty to repair after damage and maintain after the registration of the CEC declaration and description;
  - (c) has the same right of entry to CEC property that the CEC corporation will have after the registration of the CEC declaration and description;
  - (d) may withhold consent to an assignment of the right to use CEC property; and
  - (e) may charge a reasonable fee for consenting to an assignment of the right to use CEC property.
6. The Vendor shall proceed with due diligence to register the CEC declaration and description. The Vendor shall, within 30 days of the registration of the CEC declaration and description, notify the Purchaser in writing of the date and instrument numbers of the registration, unless within that time the Purchaser receives a deed to the home that is in registerable form. Upon registration of the CEC declaration and description, the Vendor and Purchaser shall proceed to complete the title transfer on a date designated by the Vendor or its solicitor which shall be no later than sixty (60) days after the registration of the CEC declaration and description. If the Vendor for any reason whatsoever is unable to register the CEC declaration and description and therefore is unable to deliver a registerable Transfer/Deed to the Purchaser within twelve (12) months of the Occupancy Date, the Purchaser shall have the right for a period of 30 days after such twelve (12) month period, to give sixty (60) days written notice to the Vendor, to terminate the Occupancy licence and this Purchase Agreement. If the Purchaser gives notice of termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to the date of termination, after which this Purchase Agreement and Occupancy licence shall be terminated and section 7 of the Addendum applies.
7. The rights and duties described in section 5 above, apply despite any provision to the contrary in the *Residential Tenancies Act, 2006*.
8. The Vendor shall, on delivering to the Purchaser a Transfer Deed that is in registerable form or as soon as is practicable after delivery, refund to the Purchaser the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home in excess of the amount actually assessed against the home.

**Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)**

9. If the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home is insufficient to pay the amount actually assessed against the home, the Vendor may require the Purchaser to pay the difference between the two amounts.
10. Sections 149, 150, 151, 165, 166 and 167 and Part VII of the *Residential Tenancies Act, 2006*, do not apply to Occupancy and monthly Occupancy Fees charged under this Schedule C.
11. In accordance with section 58(1).4 of the *Residential Tenancies Act, 2006*, if the Occupancy arose by virtue of or collateral to the Purchase Agreement, then if the Purchase Agreement is terminated, the Occupancy shall correspondingly be terminated.
12. The Purchaser shall maintain the home in a clean and sanitary condition and not make any alterations or improvements without the prior written approval of the Vendor which may not be unreasonably withheld.
13. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the home by the supplier of such services.
14. The Purchaser shall as at the Occupancy Date insure the home for the full replacement value thereof and provide a copy of the insurance certificate to the Vendor. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused or contributed to by the Vendor.
15. The Vendor and Purchaser may agree upon additional provisions relating to Occupancy, provided such provisions do not derogate from, do not conflict with and are not inconsistent with provisions of this Schedule C.

**APPENDIX TO ADDENDUM  
TO AGREEMENT OF PURCHASE AND SALE**

**EARLY TERMINATION CONDITIONS**

The Early Termination Conditions referred to in paragraph 2(c)(ii) of the Tarion Addendum are as follows:

**CONDITIONS PERMITTED IN PARAGRAPH 1(a) OF SCHEDULE "A" TO THE TARION ADDENDUM**

None.

**CONDITIONS PERMITTED IN PARAGRAPH 1(b) OF SCHEDULE "A" TO THE TARION ADDENDUM**

1. **Description of Early Termination Condition:**

This Agreement is conditional upon confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The Purchaser covenants and agrees to provide all requisite information and materials, including proof respecting income and source of funds or evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, as the Vendor may require to determine the Purchaser's credit worthiness.

**The date by which this Condition is to be satisfied is the 60<sup>th</sup> day following the signing of the Agreement (by both Vendor and Purchaser).**



## Warranty Information for New Homes in Parcel of Tied Land

This information sheet provides a basic overview of the warranties and protections that come with your home on a freehold parcel of tied land which is legally tied to a Common Elements Condominium Corporation. Typically, occupancy of the home is provided before the closing of the sale of the land. This warranty is provided to you **by your builder** and backed by Tarion.

For more detailed information, please visit [tarion.com](https://www.tarion.com) and log into our online learning hub at <https://www.tarion.com/homeowners/homeowner-resources-hub>

### The Pre-Delivery Inspection (PDI)

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

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should take note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking occupancy if they were missed during the PDI. If they are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades.

There is more information about the PDI here:

<https://www.tarion.com/homeowners/homeowner-resources-hub>

### Deposit Protection

The deposit you provide to your builder is protected up to certain limits if your builder goes bankrupt, fundamentally breaches your Agreement of Purchase and Sale or you exercise your

right to terminate it. Deposit coverage limits are \$60,000 if the purchase price is \$600,000 or less and 10% of purchase price to a maximum of \$100,000 if the purchase price is over \$600,000. This protection includes the money you put down towards upgrades and other extras.

### Delayed Occupancy Coverage

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

### Warranty Coverage

The warranty on work and materials commences on your date of possession and provides up to a maximum of \$400,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

#### One-Year Warranty

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

#### Two-Year Warranty

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

#### Seven-Year Warranty

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

## Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty, and the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

## Common Elements Not Covered

There is no Common Element warranty coverage on Common Element Condominium Corporations under the Ontario New Home Warranties Plan Act and Regulations. As a purchaser, you should take note of the common elements associated with your home, as maintenance and repair of these items may be the responsibility of the homeowners in the project, subject to the corporation's declaration. This may include shared facilities, walkways, roadways and services (e.g. water and sewage lines, garbage removal and snow removal).

## Construction Performance Guidelines

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

## Important Next Steps

1. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.

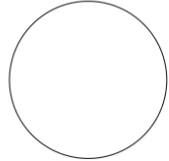
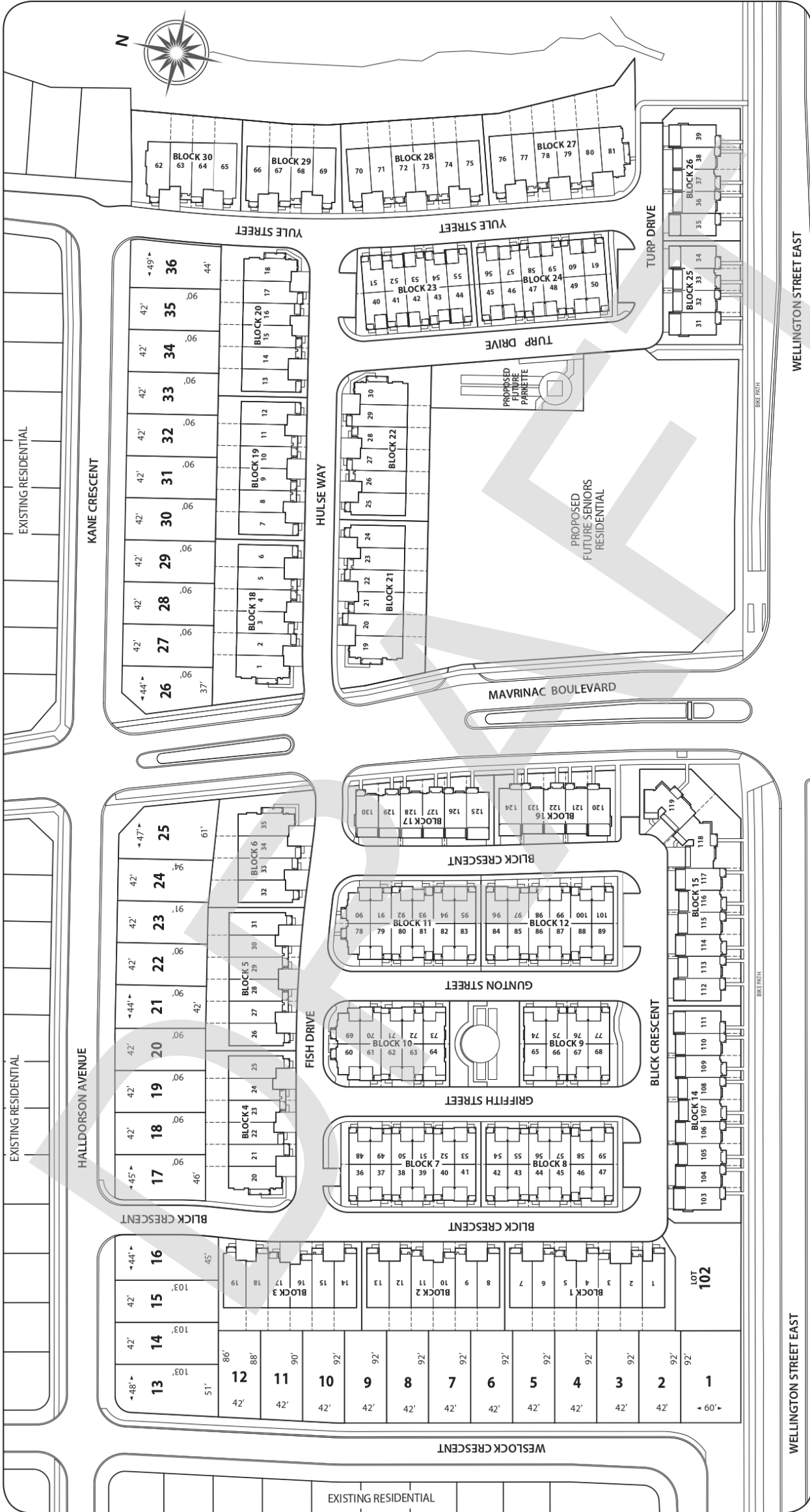
3. Register for Tarion's MyHome right after you take occupancy. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

### About Tarion

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

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

# SCHEDULE 'S'



LOT # \_\_\_\_\_

INITIAL \_\_\_\_\_

All plans and dimensions are approximate and subject to change at the discretion of the Vendor. Lot frontages refer to the minimum width of the lot at the building set back unless marked otherwise. Landscaping and park layout is artist's concept only. E&OE - March, 2022

# AURORA TRAILS

**PARADISE**  
DEVELOPMENTS®

## SCHEDULE “W”

### WARNING CLAUSES AND NOTICE PROVISIONS

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The purchaser acknowledges receipt of the following Warning Clauses and Notice Provisions:

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

The Purchaser further acknowledges that it is anticipated by the Vendor that in connection with the Vendor’s application to the appropriate governmental authorities for draft subdivision, draft plan of condominium and site plan approval, as well as other development agreements, certain warnings and other requirements may be imposed upon the Vendor by various governmental authorities as well as certain revisions to the warnings contained in this schedule. These requirements and revisions (collectively, the “Requirements”) usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the buildings to major streets, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that: (i) the Vendor shall be permitted to provide the Purchaser with notice of any such Requirements and such Requirements shall be deemed to form part of the Agreement of Purchase and Sale; (ii) on any closing date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements and that the Requirements form part of the Agreement of Purchase and Sale; and (iii) if the Vendor is required to incorporate the Requirements into the final condominium documents the Purchaser shall accept the same, without in any way affecting this transaction.

#### **PART 1 – GENERAL NOTICE PROVISIONS**

The following Warning Clauses and Notice Provisions are for the information of purchasers and tenants of all blocks to be shown on Registered Plan 65MXXXX, which blocks are intended to include freehold lots tied to interests in a Plan of Common Elements Condominium (hereinafter referred to as parcel of tied land (“Potls”).

#### **A. DRAFT PLANS AND PLAN OF CONDOMINIUM**

Purchasers/Tenants are hereby advised that the Vendor’s marketing material and site drawings and renderings (“Marketing Material”) which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Vendor’s design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor’s obligations hereunder.

Purchasers/Tenants are hereby advised and put on notice that noise attenuation barriers, trees, retaining walls, meters, metering structure, light fixtures, perimeter fencing, decorative fencing, privacy fencing, catch basins, water mains and landscaping may be located within the lands comprising their Potls or within common element areas adjacent to their Potls. Such installations shall not be altered or removed. It shall be the responsibility of owners of Potls to maintain and repair any such installations located within their Potls, unless such responsibility is specifically allocated to a condominium corporation in a condominium’s Declaration.

Purchasers/Tenants are hereby advised and agree that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter Potls after closing from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible.

Purchasers/Tenants are hereby advised that their Potls may be subject to various easements in the nature of a right of way in favour of the Condominium, utility suppliers, governmental authorities, adjoining and/or neighbouring landowners for utilities, services, construction and to permit ingress and egress to those properties.

Purchasers/Tenants are hereby advised that the cost of refuse and recycling collection for Potls, whether ultimately private or public, will be included in the budget of the condominiums and all Potl owners will share such costs proportionally in accordance with Schedule D of the Declaration.

Purchasers/Tenants are hereby advised that Potl owners and their successors in title will be responsible for the provision, construction, maintenance and repair of the common elements through the provisions of the *Condominium Act, 1998*, including but not limited to the private sanitary and storm sewer systems and common roadways.

**B. ASSUMPTION OF THE SUBDIVISION**

Purchasers/Tenants are advised the “Assumption of the Subdivision” by the Town may not occur until 5 years after occupancy and to that the conditions of the Subdivision Agreement must be complied with prior to assumption by the Town.

**C. NOISE**

Purchasers/Tenants are hereby advised and agree that the Plan of Subdivision/Plan of Condominium will be developed in accordance with any requirements that may be imposed, from time to time, by any of the governmental authorities. The Purchaser/Tenant further acknowledges that the proximity of the Subdivision/Condominium to major arterial roads (namely, Wellington Street East, Bayview Avenue and Leslie Street) as well as to public transit services and buses, may result in noise and/or vibration transmissions to the Property, and may cause noise exposure levels affecting the Property to exceed the noise criteria established by the governmental authorities, and that despite the inclusion of noise control features within the Plan of Subdivision/Plan of Condominium, noise levels from the aforementioned sources may continue to be of concern, occasionally interfering with some activities of the residential dwelling occupants. The Purchaser nevertheless agrees to complete this transaction in accordance with the terms hereof, notwithstanding the existence of such potential noise concerns, and the Purchaser further acknowledges and agrees that a noise-warning clause similar to the preceding sentence (subject to amendment by any wording or text recommended by the Vendor’s noise consultants or by any of the governmental authorities) may be registered on title to Potls on closings, if, in fact, same is required by any of the governmental authorities.

Purchasers/Tenants are hereby advised that the maintenance of the noise attenuation feature or fencing shall not be the responsibility of the Town of Aurora, or the Regional Municipality of York and shall be maintained by the Owner until assumption of the services of the Plan. Thereafter the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the owners of the applicable Potls. Landscaping provided on Regional Road rights-of-ways by the Owner or the Town for aesthetic purposes shall be approved by the Region and maintained by the Town with the exception of the usual grass maintenance.

Purchasers are advised that noise, traffic, light and/or odour levels from nearby office, commercial and/or retail businesses (including Magna International and Magna Golf Club), as well as fire hall, schools and hospital, may be of concern and occasionally interfere with some activities of the dwelling occupants. Purchasers are advised that sound levels may exceed the Municipality’s and the Ministry of Environment’s noise criteria.

Purchasers are advised that an undeveloped open space is located in proximity to the development, and therefore, noise, odour, light and/or activity may be noticeable from such areas and may occasionally interfere with some activities of the dwelling occupants and tenants, and visitors, guests and invitees thereof. Purchasers acknowledge that they have considered the proximity of their dwellings to such open space.

**D. CANADA POST**

Purchasers/Tenants are hereby advised that mail delivery will be from a designated Community Mailbox as per requirements dictated by Canada Post. The location of the mailbox shall be shown on the community information map, which may be enclosed herein and/or provided at the sales office.

**E. SNOW REMOVAL**

Purchasers/Tenants are hereby advised that in the case of heavy snow falls, the limited storage space available on the property may make it necessary to truck the snow off site and the cost of same will be added as common expense fees for Potl owners.

**F. FENCING, GATES, RETAINING WALLS, etc.**

Purchasers/Tenants are hereby advised that fencing along the lot lines of Potls abutting public lands may be a requirement of this Plan of Subdivision/Plan of Condominium and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 metre reserve.

Purchasers/Tenants are advised that the installation, replacement and reconfiguration of fencing will be governed by the terms of the Declaration as well as any standards set by the Town of Aurora or other governmental authorities from time to time.

Purchasers/Tenants are hereby advised that Potls may require the construction or installation of a retaining wall, entry gate features, fences, noise barrier, drainage easements, culverts, drains or catch basins.

Purchasers/Tenants are hereby advised that the owner from time to time of any Potl upon which a retaining wall, noise barrier or fences have been constructed shall be responsible to maintain same.

**G. DRAINAGE**

Purchasers/Tenants are hereby advised that the rear of neighbouring lots may drain via backyard swales to rear lot catch basins to be installed at the rear of certain Potls.

**H. ENGINEERING DESIGN**

Purchasers/Tenants are hereby advised that based on current servicing plans, underground services (including hydro, water and gas systems), street furniture and fixtures, including without limitation, hydro transformers, street lighting, light standards, fire hydrants, and cable, telephone and/or tap boxes may be adjacent to or located within their Potls or common elements appurtenant to their Potl. The Vendor reserves the right to re-locate such services if it deems it necessary or expedient to do so, in its sole, absolute and unreviewable discretion.

Purchasers/Tenants are hereby advised that residents, visitors and owners of Potls are absolutely prohibited from altering the grading and/or drainage patterns established by the Vendor in respect of the Condominium, and subject to the provisions of the Declaration, by-laws and rules of the Condominium in force from time to time, residents shall not place any tree, fence, shrub, bush, hedge or other landscaping treatment on any portion of the common elements.

Purchasers and/or tenants are advised that this Plan of Subdivision/Plan of Condominium is designed to include rear lot catchbasins. The rear lot catchbasin is designed to receive and carry only clean stormwater. It is the homeowner's responsibility to maintain the rear lot catchbasin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catchbasin. The locations of rear lot catchbasins are subject to change without notice.

**I. TRAFFIC CALMING DEVICES**

Purchasers/Tenants are hereby advised that this development may be required to accommodate traffic calming devices which may include any or all of the following: median islands, chicanes, lay-bys, bump-outs, speed humps or other similar devices as determined by the Town of Aurora. The location of these devices will directly affect the on-street parking supply and driveway access in the vicinity of these devices. The decision to provide for traffic calming shall be at the sole discretion of the Town of Aurora.

**J. UTILITIES**

Purchasers/Tenants are hereby advised that the Telecommunications Act and the CRTC authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves such carriers servicing the lands provide sufficient service and facilities to meet their needs.

Purchasers/Tenants are hereby advised that all Potls are intended to have gas, water and hydro meters servicing the Potls, which may be located within dwellings (in basements, if applicable) and/or outside at the side, front or rear of each dwelling, but are subject to approval and/or variation by utility and governmental authorities. Alternatively, such meters may be "ganged" together and attached to or in proximity to the exterior of dwellings. The location of the utility meters is currently preliminary and subject to approval and/or variation by the local utilities.

Purchasers/Tenants are hereby advised that the hot water heater and related equipment within Potls may be rented/leased and the Purchaser agrees on or before closing to enter into a lease agreement with such company selected by the Vendor for the lease of same, to execute such documents and other assurances as are required to give effect to same and to be responsible for the costs related thereto. It is possible that said water heater will be a tankless or demand-type water heater.

**K. LANDSCAPING AND SODDING**

Purchasers/Tenants are advised of any sodding or other landscaping provisions, including the planting of trees to be completed on such Potl, and that the conveyance to the purchaser reserves a license to the subdivider to enter on the said Potl for the purpose of completing, maintaining or repairing such projects.

Purchasers/Tenants are hereby advised and agree to be solely responsible for watering of all sod and for general maintenance of all hard and soft landscaping within their Potls.



**L. LOT GRADING**

Purchasers/Tenants are advised that it may be necessary for the subdivider, in order to comply with the grading requirements of the Town, to enter upon said Lands in order to complete or alter the grading of such Potl and that the conveyance to the purchaser reserves a license to the subdivider to enter upon said Lands in order to complete or alter any of the grades on the said Potl as may be required by the Town in order to provide proper drainage to any of the Potls.

**M. SIDEWALKS**

Purchasers/Tenants are advised that sidewalks may be installed in front of the Potl being sold.

**N. LOCATION OF PUBLIC PARKS AND WALKWAYS**

Purchasers/Tenants are advised that the location of any public park and public walkways will be clearly indicated on any plans that may be used by the subdivider, the builder or their real estate agent so that the purchaser is clearly aware of the location of such public parks and public walkways in respect to the Potl being purchased by such person.

**O. OPEN SPACE, RAVINE, STREAM**

Purchasers are advised that existing open space, ravine and a stream are currently located within proximity of the Total Site. Therefore, natural hazards as well as noise, odour, light and/or activity may be noticeable from such areas and may occasionally interfere with some activities of the unit occupants and tenants, and visitors, guests and invitees thereof. Purchaser of Units acknowledge that they have considered the proximity of their Potls to such areas.

**PART 2 – SPECIFIC NOTICE PROVISIONS**

Purchasers are specifically advised that the following warning clauses are not yet final and are subject to supplement, update or revision, notice of which may be provided in same manner as the other “Requirements” as set out in the first paragraphs of this Schedule “W”.

**A. SUBDIVISION AGREEMENT**

The following warning clauses may be required to be included in all offers of purchase and sale, in accordance with the Draft Subdivision Agreement dated February 2, 2022, as may be supplemented, updated and/or revised:

**Engineering Division Requirements:**

1. In accordance with subsection 3.04 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A.1, the following warning clause:

“There may be utilities, service boxes, hydrants, mailboxes, or other municipal services constructed adjacent to or upon boulevards in the vicinity of your dwelling. In addition, grading of the subject or neighbouring properties may require the construction of swales, slopes, retaining walls, rear yard catchbasins, fencing, or other devices. Certain services are not assumed by the Town. Such services are more particularly described under the terms of the Subdivision Agreement. For more detailed information please contact the Engineering Division of the Town of Aurora.”

2. In accordance with subsection 3.41 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A.1, the following warning clause:

“The Owner shall reserve the right, notwithstanding the completion of the sale of the lot or block, to enter upon the said Lands for a period of two (2) years after the completion of the sale or until the assumption of the services, whichever is later, in order to carry out any lot grading work which, in the opinion of the Director, may be required.”

“Purchasers and/or tenants are advised that proper grading of all lots and blocks on the M-Plan in conformity with the grading plans is a requirement of the subdivision agreement in which the Town has taken a Letter of Credit from the Owner as security to ensure that all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the Town. A direct cash deposit security from the Purchaser for lot grading purposes is not a requirement of the subdivision agreement. Should such deposit/security be requested by the Owner/Developer from Purchasers, the Town is not responsible for the collection, administration, or release of such deposit/security.”

3. In accordance with subsection 3.43, 2) of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A.1, the following warning clause:

“Purchasers and/or tenants are advised that for an Occupancy Permit granted between the dates of May 1 and September 15 in any year, the retaining walls, fine grading, sodding and sidewalk, curb and gutter construction shall be completed by October 30 in the same year; and for an Occupancy Permit granted between the dates of September 16 and April 30 of the succeeding year, the retaining walls, fine grading, sodding and sidewalk, curb and gutter construction shall be completed prior to the next succeeding July 15.”

4. In accordance with Schedule “C”, subsection 1.09 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for Lot 1 and Block 39 on M-Plan A.1, the following warning clause:

“Purchasers are advised that Restrictive Covenants have been registered on title to your property for the purpose of protecting the structural integrity of retaining wall(s) constructed on your lot in accordance with the terms and conditions of the Subdivision Agreement.”

5. In accordance with Schedule C, subsection 1.03 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all Lots 17 to 36 inclusive on M-Plan A.1, the following warning clause:

“Purchasers are advised that:

- a) an infiltration trench for stormwater management infrastructure purposes forming an integral part of the stormwater management solution for the community has been constructed on your lot in accordance with the terms and conditions of the Subdivision Agreement;
- b) the long term maintenance and cleaning of any infiltration trench located on their lot is the responsibility of each individual homeowner, at their sole expense, to ensure that property drainage is maintained
- c) it is the responsibility of the developer, at its sole expense, to provide an information brochure to each homeowner which details the required maintenance provisions relating to the infiltration trenches; and
- d) a Restrictive Covenant respecting the maintenance of infiltration trenches is registered on title to their property and The Corporation of the Town of Aurora is not responsible for the enforcement of or compliance with the said Restrictive Covenant.”

**Building Division Requirements:**

6. In accordance with Schedule “C”, subsection 2.01 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for Lot 1 on M-Plan A.1, the following warning clause:

“Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of the occupants as the sound level may exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks. I, the purchaser hereby agree to place this clause in all subsequent offers of purchase and sale when I sell the property.”

“Purchasers/tenants are advised that this dwelling unit was fitted with a central air conditioning system in order to permit closing of windows for noise control. (Note: air cooled condenser units are to be located in a noise insensitive area and are required to have an AHRI sound rating not exceeding 7.6 bels.)”

“Purchasers/tenants are advised that the acoustical berm and/or barrier as installed shall be maintained, repaired or replaced by the owner. Any maintenance repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original.”

7. In accordance with Schedule “C”, subsection 2.01 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 2 – 10 (inclusive), 25 and 26 on M-Plan A.1, the following warning clause:

“Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of the occupants as the sound level may exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks. I, the purchaser hereby, agree to place this clause in all subsequent offers of purchase and sale when I sell the property.”

“Purchasers/tenants are advised that the dwelling unit can be fitted with a central air conditioning system at the owner’s option and expense which will enable occupants to keep windows closed if road traffic noise interferes with the indoor activities. If central air conditioning is installed, the air-cooled condenser unit shall have an AHRI 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.”

**Parks Division Requirements:**

8. In accordance with Schedule “C”, subsection 4.04 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 1, 13, 16, 17, 25, 26 and 36 on M-Plan A.1, the following warning clause:

“Purchasers are advised that decorative fencing and/or privacy fencing and/or acoustic fencing are to be installed on their lot. Further, Purchasers acknowledge receipt from the Developer of details of the fencing to be installed on their property, including:

- a) location, design details, height, colour, and materials;
- b) that the price of the fencing is to be included in the purchase price of the house and lot;
- c) the timing of the installation of the fencing;
- d) that the specifications of the fencing are in accordance with the approved urban design guidelines and the approved subdivision landscaping plans;
- e) that the fencing shall not be altered in any way;
- f) that fencing will not be assumed by the Town; and,
- g) that the Town of Aurora will not be responsible for the maintenance, liability, inconvenience or nuisance associated with the fencing which may present itself, and that maintenance and liability of the fencing shall be borne solely by the registered owners of the lots that contain fencing.”

**Planning Division Requirements:**

9. In accordance with Schedule “C”, subsection 5.04 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots on M-Plan A.1, the following warning clauses:

“Purchasers are advised that the developer shall undertake and bear the cost of the following items and the home purchaser is not required to pay this expense:

- a) street trees (trees planted in the town boulevards);
- b) corner lot fencing as directed on the approved engineering plans;
- c) rear lot fencing as directed on the approved engineering plans;
- d) noise attenuation fencing and berms as identified in the approved;
- e) noise Impact Study and the approved engineering plans;
- f) fencing (if required) along school blocks and municipal blocks on the approved engineering plans; and
- g) subdivision entry features and fencing (if any approved) as identified on the landscape plans approved by the Town.”

“Purchasers are advised that the developer has provided a minimum of four on site (on lot) parking spaces for each lot within the subdivision. Two spaces are included within the structure in the garage and two are on site on the driveway between the curb and structure.”

**Regional Municipality of York Requirements:**

10. In accordance with Schedule “P” of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A.1, the following warning clause:

“Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants.”

**Canada Post Requirements:**

11. In accordance with Schedule “R” of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A.1, the following warning clauses:

“Purchasers are advised that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners/tenants of any established easements granted to Canada Post.”

**B. NOISE REPORT**

The following warning clauses may be required to be included in all offers of purchase and sale, in accordance with the Detailed Environmental Noise and Vibration Report prepared by Jade Acoustics dated April 14, 2021, as may be supplemented, updated and/or revised:

1. Suggested warning clauses to be included in the subdivision agreement: and to be included in offers of purchase and sale or lease agreements on designated blocks (units):

**A. Block 13 (detached dwelling)****Blocks 14, 15, 25 and 26 (all units)****Block 27 (all units)****Block 21 (three west units)****Blocks 1 (all units), 2 (all units), 3 (two south units), 6 (east unit), 7 to 12 (all units), 16 (all units), 17 (all units), 18 (west unit), 21 (three east units), 22 to 24 (all units) and 28 (all units)**

"Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of the occupants as the sound level may exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks. I, the purchaser hereby, agree to place this clause in all subsequent offers of purchase and sale when sell' the property."

**B. Block 13 (detached dwelling)****Blocks 14, 15, 25 and 26 (all units)**

"Purchasers/tenants are advised that this dwelling unit was fitted with a central air conditioning system in order to permit closing of windows for noise control. (Note: air cooled condenser units are to be located in a noise insensitive area are required to have an AHRI sound rating not exceeding 7.6 bels.)"

**C. Block 27 (all units)****Block 21 (three west units)****Blocks 1 (all units), 2 (all units), 3 (two south units), 6 (east unit), 7 to 12 (all units), 16 (all units), 17 (all units), 18 (west unit), 21 (three east units), 22 to 24 (all units) and 28 (all units)**

"Purchasers/tenants are advised that the dwelling unit can be fitted with a central air conditioning system at the owner's option and expense which will enable occupants to keep windows closed if road traffic noise interferes with the indoor activities. If central air conditioning is installed, the air cooled condenser unit shall have an AHRI 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."

**D. Block 13 (detached dwelling)****Block 27 (all units)****Block 21 (three west units)**

"Purchasers/tenants are advised that the acoustical berm and/or barrier as installed shall be maintained, repaired or replaced by the owner. Any maintenance repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original."

**NOTE: all references to Block and Lot numbers are based on the numbering shown on the Site Plan appended to as Schedule "S" to the agreement of purchase and sale.**

**C. SITE PLAN AGREEMENT**

The following warning clauses may be required to be included in all offers of purchase and sale, in accordance with the Draft Site Plan Agreement dated January 19, 2022, as may be supplemented, updated and/or revised:

(Note: The Warning Clauses contained herein reference Block numbers as shown on the Site Plan prepared by Hunt Design Associates Inc. and filed with the Town of Aurora under File No. SP-2021-08)

1. Purchasers of Blocks 27-30 are advised that fence gates and/or other means of access will not be permitted to access adjacent municipal lands from residential properties.
2. Purchasers are advised to refer to approved landscape drawings for the details of any fencing or urban design feature that is to be installed on the Lot or Block being purchased. The approved landscape drawings identify specifications relating to location, timing of installation, colour, materials, height and other design details of the fencing or urban design features. The Owner shall include in the purchase price of the lot or block, any fencing that is required by the Town. The Owner shall demonstrate compliance with this condition for any sales that have already occurred prior to the execution of the Subdivision Agreement.

3. Purchasers are advised that mail delivery will come from five designated Community Mailboxes. Two mailboxes are located on the south side of Fish Drive, two mailboxes are within the western parkette with one on each side fronting onto either Griffith Street or Gunton Street, and one mailbox is within the eastern parkette fronting onto Turp Drive.
4. Purchasers are advised that the developer is required to undertake and has borne the sole cost of the following items:
  - i. street trees;
  - ii. corner lot fencing as identified on the approved engineering plans;
  - iii. rear lot fencing as identified on the approved engineering plans;
  - iv. noise attenuation fencing and berms as identified in the approved noise impact study and the approved engineering plans;
  - v. fencing (if required) along school blocks, park blocks and environmental protection block(s) as identified on the approved engineering plans; and entry features and fencing (if required) as identified on the approved landscape plans;
  - vi. subdivision entry features and fencing (if any approved) as identified on the landscape plans approved by the town.
5. Purchasers of Blocks 1, 2, 3 (southern two units), 6 (east unit), 7-17, 18 (west unit), 21-28 are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of the occupants as the sound level may exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks. I, the purchaser hereby, agree to place this clause in all subsequent offers of purchase and sale when I sell the property.
 

Purchasers of Blocks 13-15, 25 and 26 are advised that this dwelling unit was fitted with a central air conditioning system in order to permit closing of windows for noise control. (Note: air cooled condenser units are to be located in a noise insensitive area are required to have an AHRI sound rating not exceeding 7.6 bels.)

Purchasers of Blocks 1,2, 3 (two south units), 6 (east unit), 7-12, 16, 17, 18 (west unit), 21-24, 27 and 28 are advised that the dwelling unit can be fitted with a central air conditioning system at the owner's option and expense which will enable occupants to keep windows closed if road traffic noise interferes with the indoor activities. If central air conditioning is installed, the air cooled condenser unit shall have an AHRI 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.

Purchasers of Blocks 13, 21 (three west units) and 27 are advised that the acoustical berm and/or barrier as installed shall be maintained, repaired or replaced by the owner. Any maintenance repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original.
6. Purchasers of Blocks 27-30 are advised that the lands adjacent to their lot are intended for conservation and naturalization, and portions may be used for active recreational use, a public trail system and trail amenities. The lands are to remain as much as possible in their natural state. The Town will not be responsible for pedestrian traffic, night lighting, noise or any inconvenience or nuisance which may present itself as a result of the lands and associated trail system and recreational amenities. Furthermore, purchasers are advised that extensive naturalization plantings are proposed between said Lots/Blocks and the adjacent trail system which may, over time, obstruct views of the adjacent valley. Visual quality of views over the valley is not guaranteed.
7. Purchasers are advised that a Restrictive Covenant will be registered on title to Blocks 13 and 27-30 for the purpose of protecting the structural integrity of the retaining wall that's been constructed on or adjacent to those lots in accordance with the terms and conditions of the Subdivision Agreement
8. Purchasers and/or tenants are advised that Weslock Crescent, Halldorson Avenue and Kane Crescent have the following parking restrictions:
  - no vehicle is permitted to park for more than three (3) consecutive hours on the streets except between the hours of 7:00pm to 11:00pm;
  - vehicles are only permitted to park on one specified side of the streets;
  - no vehicle is permitted to park on the streets between 2:00 am and 6:00 am during the period of November 1 to April 15 of each year

Purchasers and/or tenants are advised that Mavrinac Boulevard has the following parking restrictions:

- no vehicle is permitted to stop or park on the street south of Kane Crescent

9. The Purchaser of Block 13 is advised that this block includes an infiltration trench approximately 1 m wide, located approximately 0.5 m from the rear lot line and approximately 1.0 m from the side lot lines. Each infiltration trench consists of a 0.6m deep washed clearstone layer beneath the topsoil for the purpose of infiltrating stormwater into the ground. This stormwater management infrastructure forms an integral part of the stormwater management solution for the community. These infiltration trenches cannot be interfered with, modified, or removed. Structures (including garden sheds, decks, gazebos, hot tubs, and any other accessory structures) shall not be erected or constructed, or permitted to be erected or constructed, on top of the infiltration trenches. The infiltration trenches cannot be excavated or earth extracted (below a depth of 0.15 m) for any purpose, such as tree planting, landscaping or below ground swimming pool construction. Grading within the rear yard, such as swales, which convey stormwater to the infiltration trenches, must remain in its original form.

Purchasers of Blocks 1-6 and 18-22 are advised that these blocks include an infiltration trench approximately 1m wide, located approximately 0.5 m from the rear lot line and approximately 0.5 m from the side lot lines. Each infiltration trench consists of a 0.6m deep washed clearstone layer beneath the topsoil for the purpose of infiltrating stormwater into the ground. This stormwater management infrastructure forms an integral part of the stormwater management solution for the community. These infiltration trenches cannot be interfered with, modified, or removed. Structures (including garden sheds, decks, gazebos, hot tubs, and any other accessory structures) shall not be erected or constructed, or permitted to be erected or constructed, on top of the infiltration trenches. The infiltration trenches cannot be excavated or earth extracted (below a depth of 0.15 m) for any purpose, such as tree planting, landscaping or below ground swimming pool construction. Grading within the rear yard, such as swales, which convey stormwater to the infiltration trenches, must remain in its original form.

All owners of lots containing an infiltration trench are advised that they are responsible for the long-term maintenance and cleaning of any infiltration trench that is located on their lot, to ensure that proper drainage is maintained.

**NOTE: all references to Block and Lot numbers are based on the numbering shown on the Site Plan appended to as Schedule "S" to the agreement of purchase and sale.**

**COMMUNITY INFORMATION MAP – SITE PLAN - FILE # SP.21.A.0123 (SP 2021-08)**

Purchasers are advised of the following warning clauses that are set out in the community information map for the subdivision, as may be supplemented, updated and/or revised, a copy of which is appended hereto:

**WARNING CLAUSES:**

1. PURCHASERS OF BLOCK 27-30 ARE ADVISED THAT FENCE GATES AND/OR OTHER MEANS OF ACCESS WILL NOT BE PERMITTED TO ACCESS ADJACENT MUNICIPAL LANDS FROM RESIDENTIAL PROPERTIES.
2. PURCHASERS ARE ADVISED TO REFER TO APPROVED LANDSCAPE DRAWINGS FOR THE DETAILS OF ANY FENCING OR URBAN DESIGN FEATURE THAT IS TO BE INSTALLED ON THE LOT OR BLOCK BEING PURCHASED. THE APPROVED LANDSCAPE DRAWINGS IDENTIFY SPECIFICATIONS RELATING TO LOCATION, TIMING OF INSTALLATION, COLOUR, MATERIALS, HEIGHT AND OTHER DESIGN DETAILS OF THE FENCING OR URBAN DESIGN FEATURES. THE OWNER SHALL INCLUDE IN THE PURCHASE PRICE OF THE LOT OR BLOCK, ANY FENCING THAT IS REQUIRED BY THE TOWN. THE OWNER SHALL DEMONSTRATE COMPLIANCE WITH THIS CONDITION FOR ANY SALES THAT HAVE ALREADY OCCURRED PRIOR TO THE EXECUTION OF THE SUBDIVISION AGREEMENT
3. PURCHASERS ARE ADVISED THAT MAIL DELIVERY WILL COME FROM FIVE DESIGNATED COMMUNITY MAILBOXES. TWO MAILBOXES ARE LOCATED ON THE SOUTH SIDE OF FISH DRIVE, TWO MAILBOXES ARE WITHIN THE WESTERN PARKETTE WITH ONE ON EACH SIDE FRONTING ONTO EITHER GRIFFITH STREET OR GUNTON STREET, AND ONE MAILBOX IS WITHIN THE EASTERN PARKETTE FRONTING ONTO TURP DRIVE.
4. PURCHASERS ARE ADVISED THAT THE DEVELOPER IS REQUIRED TO UNDERTAKE AND HAS BORNE THE SOLE COST OF THE FOLLOWING ITEMS:
  - i. STREET TREES (TREE LOCATIONS SUBJECT TO CHANGE PER AS-BUILT UTILITY AND SERVICES LOCATION RESTRICTIONS);
  - ii. CORNER LOT FENCING AS IDENTIFIED ON THE APPROVED ENGINEERING PLANS;
  - iii. REAR LOT FENCING AS IDENTIFIED ON THE APPROVED ENGINEERING PLANS
  - iv. NOISE ATTENUATION FENCING AND BERMS AS IDENTIFIED IN THE APPROVED NOISE IMPACT STUDY AND THE APPROVED ENGINEERING PLANS

- v. FENCING (IF REQUIRED) ALONG SCHOOL BLOCKS, PARK BLOCKS AND ENVIRONMENTAL PROTECTION BLOCK(S) AS IDENTIFIED ON THE APPROVED ENGINEERING PLANS; AND ENTRY FEATURES AND FENCING (IF REQUIRED) AS IDENTIFIED ON THE APPROVED LANDSCAPE PLANS.
5. PURCHASERS OF BLOCKS 1, 2, 3, (SOUTHERN TWO UNITS), 6 (EAST UNIT), 7-17, 18 (WEST UNIT), 21-28 ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE CONTROL FEATURES IN THIS DEVELOPMENT AREA AND WITHIN THE DWELLING UNITS, NOISE DUE TO INCREASING ROAD TRAFFIC MAY CONTINUE TO BE OF CONCERN, OCCASIONALLY INTERFERING WITH THE ACTIVITIES OF THE OCCUPANTS AS THE SOUND LEVEL MAY EXCEED THE NOISE CRITERIA OF THE MUNICIPALITY AND THE MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS. I, THE PURCHASER HEREBY, AGREE TO PLACE THIS CLAUSE IN ALL SUBSEQUENT OFFERS OF PURCHASE AND SALE WHEN I SELL THE PROPERTY.

PURCHASERS OF BLOCK 13-15, 25 AND 26 ARE ADVISED THAT THIS DWELLING UNIT WAS FITTED WITH A CENTRAL AIR CONDITIONING SYSTEM IN ORDER TO PERMIT CLOSING OF WINDOWS FOR NOISE CONTROL. (NOTE: AIR COOLED CONDENSER UNITS ARE TO BE LOCATED IN A NOISE INSENSITIVE AREA AND ARE REQUIRED TO HAVE AN AHRI SOUND RATING NOT EXCEEDING 7.6 BELS.)

PURCHASERS OF BLOCKS 1, 2, 3, (SOUTHERN TWO UNITS), 6 (EAST UNIT), 7-12, 16, 17, 18 (WEST UNIT), 21-24, 27 AND 28 ARE ADVISED THAT THE DWELLING UNIT CAN BE FITTED WITH A CENTRAL AIRCONDITIONING SYSTEM AT THE OWNER'S OPTION AND EXPENSE WHICH WILL ENABLE OCCUPANTS TO KEEP WINDOWS CLOSED IF ROAD TRAFFIC NOISE INTERFERES WITH THE INDOOR ACTIVITIES. IF CENTRAL AIR CONDITIONING IS INSTALLED, THE AIR COOLED CONDENSER UNIT SHALL HAVE AN AHRI 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 NEIGHBORS.

PURCHASERS OF BLOCKS 13, 21 (THREE WEST UNITS) AND 27 ARE ADVISED THAT THE ACOUSTICAL BERM AND/OR BARRIER AS INSTALLED SHALL BE MAINTAINED, REPAIRED OR REPLACED BY THE OWNER. ANY MAINTENANCE, REPAIR OR REPLACEMENT SHALL BE WITH THE SAME MATERIAL, TO THE SAME STANDARDS, AND HAVING THE SAME COLOR AND APPEARANCE OF THE ORIGINAL.

6. PURCHASERS OF BLOCKS 27-30 ARE ADVISED THAT THE LANDS ADJACENT TO THEIR LOT ARE INTENDED FOR CONSERVATION AND NATURALIZATION, AND PORTIONS MAY BE USED FOR ACTIVE RECREATIONAL USE, A PUBLIC TRAIL SYSTEM AND TRAIL AMENITIES. THE LANDS ARE TO REMAIN AS MUCH AS POSSIBLE IN THEIR NATURAL STATE. THE TOWN WILL NOT BE RESPONSIBLE FOR PEDESTRIAN TRAFFIC, NIGHT LIGHTING, NOISE OR ANY INCONVENIENCE OR NUISANCE WHICH MAY PRESENT ITSELF AS A RESULT OF THE LANDS AND ASSOCIATED TRAIL SYSTEM AND RECREATIONAL AMENITIES. FURTHERMORE, PURCHASERS ARE ADVISED THAT EXTENSIVE NATURALIZATION PLANTINGS ARE PROPOSED BETWEEN SAID LOTS/BLOCKS AND THE ADJACENT TRAIL SYSTEM WHICH MAY, OVER TIME, OBSTRUCT VIEWS OF THE ADJACENT VALLEY. VISUAL QUALITY OF VIEWS OVER THE VALLEY IS NOT GUARANTEED.
7. PURCHASERS ARE ADVISED THAT A RESTRICTIVE COVENANT WILL BE REGISTERED ON TITLE TO BLOCKS 13 AND 27-30 FOR THE PURPOSE OF PROTECTING THE STRUCTURAL INTEGRITY OF THE RETAINING WALL THAT'S BEEN CONSTRUCTED ON OR ADJACENT TO THOSE LOTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SUBDIVISION AGREEMENT
8. THE PURCHASER OF BLOCK 13 IS ADVISED THAT THIS BLOCK INCLUDES AN INFILTRATION TRENCH APPROXIMATELY 1 M WIDE, LOCATED APPROXIMATELY 0.5 M FROM THE REAR LOT LINE AND APPROXIMATELY 1.0 M FROM THE SIDE LOT LINES. EACH INFILTRATION TRENCH CONSISTS OF A 0.6M DEEP WASHED CLEAR STONE LAYER BENEATH THE TOPSOIL FOR THE PURPOSE OF INFILTRATING OF STORMWATER INTO THE GROUND. THIS STORMWATER MANAGEMENT INFRASTRUCTURE FORMS AN INTEGRAL PART OF THE STORMWATER MANAGEMENT SOLUTION FOR THE COMMUNITY. THESE INFILTRATION TRENCHES CANNOT BE INTERFERED WITH, MODIFIED, OR REMOVED. STRUCTURES(INCLUDING GARDEN SHEDS, DECKS, GAZEBOS, HOT TUBS, AND ANY OTHER ACCESSORY STRUCTURES) SHALL NOT BE ERECTED OR CONSTRUCTED, OR PERMITTED TO BE ERECTED OR CONSTRUCTED, ON TOP OF THE INFILTRATION TRENCHES. THE INFILTRATION TRENCHES CANNOT BE EXCAVATED OR EARTH EXTRACTED (BELOW A DEPTH OF 0.15 M) FOR ANY PURPOSE, SUCH AS TREE PLANTING, LANDSCAPING OR BELOWGROUND SWIMMING POOL CONSTRUCTION. GRADING WITHIN THE REAR YARD, SUCH AS SWALES, WHICH CONVEY STORMWATER TO THE INFILTRATION TRENCHES, MUST REMAIN IN ITS ORIGINAL FORM.

PURCHASERS OF BLOCKS 1-6 AND 18-22 ARE ADVISED THAT THESE BLOCKS INCLUDE AN INFILTRATION TRENCH APPROXIMATELY 1M WIDE, LOCATED APPROXIMATELY 0.5 M FROM THE REAR LOT LINE AND APPROXIMATELY 0.5 M FROM THE SIDE LOT LINES. EACH INFILTRATION TRENCH CONSISTS OF A 0.6M DEEP WASHED CLEAR STONE LAYER BENEATH THE TOPSOIL FOR THE PURPOSE OF INFILTRATING STORM WATER INTO THE GROUND. THIS STORMWATER MANAGEMENT INFRASTRUCTURE FORMS AN INTEGRAL PART OF THE STORMWATER MANAGEMENT SOLUTION FOR THE COMMUNITY. THESE INFILTRATION TRENCHES CANNOT BE INTERFERED WITH, MODIFIED, OR REMOVED. STRUCTURES (INCLUDING GARDEN SHEDS, DECKS, GAZEBOS, HOT TUBS, AND ANY OTHER ACCESSORY STRUCTURES) SHALL NOT BE ERECTED OR CONSTRUCTED, OR PERMITTED TO BE ERECTED OR CONSTRUCTED, ON TOP OF THE INFILTRATION TRENCHES. THE INFILTRATION TRENCHES CANNOT BE EXCAVATED OR EARTH EXTRACTED (BELOW A DEPTH OF 0.15 M) FOR ANY PURPOSE, SUCH AS TREE PLANTING, LANDSCAPING OR BELOW GROUND SWIMMING POOL CONSTRUCTION. GRADING WITHIN THE REAR YARD, SUCH AS SWALES, WHICH CONVEY STORMWATER TO THE INFILTRATION TRENCHES, MUST REMAIN IN ITS ORIGINAL FORM.

ALL OWNERS OF LOTS CONTAINING AN INFILTRATION TRENCH ARE ADVISED THAT THEY ARE RESPONSIBLE FOR THE LONG-TERM MAINTENANCE AND CLEANING OF ANY INFILTRATION TRENCH THAT IS LOCATED ON THEIR LOT, TO ENSURE THAT PROPER DRAINAGE IS MAINTAINED.

9. PURCHASERS ARE ADVISED THAT:

- i. ALL SANITARY SEWERS, STORM SEWERS, STORM WATER MANAGEMENT PONDS, WATERMANS, ROADWAYS, CURBS, SIDEWALKS, STREETLIGHTS AND OTHER SERVICES SITUATED WITHIN AND SERVICING THE CONDOMINIUM DEVELOPMENT ARE UNDER THE PRIVATE OWNERSHIP AND RESPONSIBILITY OF THE CONDOMINIUM CORPORATION AND COMPRISE PART OF THE COMMON ELEMENTS AND THAT ALL REQUIRED ACTIONS, WORKS, COSTS AND EXPENSES WITH RESPECT TO THE USE, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND ALTERATION OF THESE SERVICES ARE THE RESPONSIBILITY, LIABILITY AND OBLIGATION OF THE CONDOMINIUM CORPORATION AND THE PURCHASER/TENANT ACKNOWLEDGES THAT THE TOWN SHALL HAVE NO RESPONSIBILITY, LIABILITY, OR OBLIGATION WHATSOEVER WITH RESPECT TO ANY OTHER USE, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND ALTERATION OF THESE SERVICES; AND
- ii. THEIR PROPERTY MAY BE SUBJECT TO ANY NECESSARY AND REQUIRED EASEMENTS, RIGHTS OF WAY OR BLANKET EASEMENTS IN FAVOUR OF THE CONDOMINIUM CORPORATION OR UTILITY SERVICE PROVIDERS TO ACCOMMODATE FOR AND ALLOW THE INSTALLATION, PLACEMENT, OPERATION AND MAINTENANCE BY THE CONDOMINIUM CORPORATION OF THE ABOVE GRADE OR BELOW GRADE SANITARY, STORM, WATERMANS AND OTHER SERVICES WHICH FORM PART OF THE COMMON ELEMENTS OF THE PLACEMENT, OPERATION AND MAINTENANCE OF UTILITY SERVICES, INCLUDING GAS, HYDRO, CABLE, TELEPHONE, FIBRE OPTICS AND TELECOMMUNICATIONS AND THAT THE USE AND ENJOYMENT OF THE FRONT, SIDE AND/OR REAR YARDS OF THEIR PROPERTY MAY BE LIMITED OR RESTRICTED BY SUCH EASEMENTS, RIGHTS OF WAY, OR BLANKET EASEMENTS AND BY THE INSTALLATION, PLACEMENT, MAINTENANCE, AND OPERATION OF SUCH SERVICES OR UTILITIES AND THAT, WITHOUT LIMITATION, USE AND ENJOYMENT OF THE FRONT YARD MAY BE FURTHER LIMITED OR RESTRICTED BY THE PLACEMENT AND USE OF STREET FURNITURE AND ABOVE GRADE SERVICES OR UTILITIES.

**NOTES:**

- VEHICLES ARE PERMITTED TO PARK ON TOWN STREETS FOR A PERIOD OF UP TO 24HRS UNLESS OTHERWISE PROHIBITED;
- NO VEHICLE IS PERMITTED TO PARK IN ANY CUL-DE-SAC; AND
- NO VEHICLE IS PERMITTED TO PARK ON ANY PUBLIC STREETS BETWEEN 2:00AM AND 6:00 AM DURING THE PERIOD OF NOVEMBER 15 TO APRIL 15 OF EACH YEAR.
- PARKING PERMITS ARE AVAILABLE FOR VISITORS AT [WWW.AURORA.CA/PARKING](http://WWW.AURORA.CA/PARKING)
- FOR FURTHER INFORMATION ON PARKING REQUIREMENTS FOR YOUR COMMUNITY, PLEASE CONTACT TOWN OF AURORA BYLAW SERVICES AT [BDEPARTMENT@AURORA.CA](mailto:BDEPARTMENT@AURORA.CA)

**THE PLAN MAY BE UPDATED BASED ON THE FINAL APPROVED ENGINEERING DRAWINGS**

**NOTE: all references to Block numbers are based on the numbering shown on the Community Information Map - Site Plan attached to the agreement of purchase and sale.**



**D. LOT SPECIFIC WARNINGS**

Purchasers/Tenants are advised of the following lot specific matters that are in addition to the matters noted above, as applicable, as may be supplemented, updated and/or revised:

	<b>POTLS</b>	<b>WARNING CLAUSE</b>
<b><u>SUMP PUMP REQUIRED</u></b>	Block 8: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12 Block 9: Lots 1,2,3,4,5,6,7, and 8; Block 12: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12 Block 14: Lots 1,2,3,4,5,6,7,8, and 9; Block 15: Lots 1,2,3,4,5,6,7, and 8; Block 16: Lots 1,2,3,4, and 5;	Purchasers/Tenants are advised that a sump pump is required to drain the weeping tiles for each dwelling and that the drainage from this sump pump is to outlet to the surface and drain towards the street. These systems are private and the sole responsibility of the respective Unit owner to maintain and repair.
<b><u>REAR LOT CATCHBASINS</u></b>	Block 1: Lot 7; Block 2: Lot 6; Block 3: Lot 6; Block 5: Lot 1 Block 6: Lot 1 Block 13: Lot 13 Block 18: Lot 6; Block 19: Lot 6; Block 22: Lot 6.	Purchasers/Tenants are hereby advised that a stormwater management catchbasin is installed in the rear yard of this dwelling unit. A Regional Easement may be placed over the rear yards of this dwelling unit.
<b><u>CHAINLINK FENCE</u></b>	Block 13: Lot 13 Block 28: Lots 1,2,3,4,5, and 6; Block 29: Lots 1,2,3, and 4; Block 30: Lots 1,2,3, and 4.	Purchasers/Tenants are hereby advised that a 1.8 metre high chainlink fence may be located entirely inside the property line of this lot and that the said chainlink fence shall not be altered or removed. It shall be the obligation of the dwelling unit owner to maintain and keep in repair the portion of the chainlink fence situated along the side/rear lot line of the lot, if applicable
<b><u>PRIVACY FENCE</u></b>	Block 4: Lot 1; Block 6: Lot 4; Block 18: Lot 1; Block 20: Lot 6; Block 21: Lots 1,2,3; Block 22: Lots 1,2,3,4,5, and 6;	Purchasers/Tenants are hereby advised that a 1.8 metre high privacy fence may be located entirely inside the property line of this lot and that the said privacy fence shall not be altered or removed. It shall be the obligation of the dwelling unit owner to maintain and keep in repair the portion of the privacy fence situated along the side/rear lot line of the lot, if applicable.
<b><u>ACOUSTIC FENCE</u></b>	Block 21: Lots 4,5, and 6;	Purchasers/Tenants are hereby advised that a 2.0 metre high acoustic fence may be located entirely inside the property line of this lot and that the said acoustic fence shall not be altered or removed. It shall be the obligation of the dwelling unit owner to maintain and keep in repair the portion of the acoustic fence situated along the side/rear lot line of the lot, if applicable.
<b><u>ACOUSTIC FENCE</u></b>	Block 13: Lot 13 Block 27: Lots 1,2,3,4,5, and 6;	Purchasers/Tenants are hereby advised that a 2.5 metre high acoustic fence may be located entirely inside the property line of this lot and that the said acoustic fence shall not be altered or removed. It shall be the obligation of the dwelling unit owner to maintain and keep in repair the portion of the acoustic fence situated along the side/rear lot line of the lot, if applicable.
<b><u>RETAINING WALL</u></b>	Block 13: Lot 13 Block 27: Lots 1,2,3,4,5, and 6; Block 28: Lots 1,2,3,4,5, and 6; Block 29: Lots 1,2,3, and 4; Block 30: Lots 1,2,3, and 4.	Purchasers/Tenants are hereby advised that the proposed lot grading may require the use of retaining walls, extended footings and/or sloping, and that a retaining wall may be located entirely inside the property line of this lot and that the said retaining wall shall not be altered or removed. It shall be the obligation of the dwelling unit owner to maintain and keep in repair the portion of the retaining wall situated along the side/rear lot line of the lot, if applicable.

	<b>POTLS</b>	<b>WARNING CLAUSE</b>
<b><u>GEOGRID BEHIND RETAINING WALL</u></b>	Block 27: Lots 1,2,3,4,5, and 6; Block 28: Lots 1,2,3,4,5, and 6; Block 29: Lots 1,2,3, and 4; Block 30: Lots 1,2,3, and 4.	Purchasers/Tenants are hereby advised that the proposed retaining wall is designed with a sub-surface geogrid system that may be located entirely inside the property line of this lot and that the said retaining wall and geogrid system shall not be altered or removed. It shall be the obligation of the dwelling unit owner to maintain and keep in repair the portion of the retaining wall and geogrid system situated along the side/rear lot line of the lot, if applicable.
<b><u>MANDATORY A/C</u></b>	Block 13: Lot 13 Block 14: Lots 1,2,3,4,5,6,7,8, and 9; Block 15: Lots 1,2,3,4,5,6,7, and 8; Block 25: Lots 1,2,3, and 4; Block 26: Lots 1,2,3,4, and 5;	These dwelling units were fitted with a central air conditioning system to permit closing of windows for noise control. (Note: air cooled condenser units are to be located in a noise insensitive area are required to have an AHRI sound rating not exceeding 7.6 bels.).
<b><u>PROVISION FOR A/C</u></b>	Block 1: Lot 1,2,3,4,5,6, and 7; Block 2: Lots 1,2,3,4,5, and 6; Block 3: Lots 1,2; Block 6: Lot 4; Block 7: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12; Block 8: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12 Block 9: Lots 1,2,3,4,5,6,7, and 8; Block 10: Lots 1,2,3,4,5,6,7,8,9, and 10; Block 11: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12; Block 12: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12 Block 16: Lots 1,2,3,4, and 5; Block 17: Lots 1,2,3,4,5, and 6; Block 18: Lot 1; Block 21: Lots 1,2,3,4,5, and 6; Block 22: Lots 1,2,3,4,5, and 6; Block 23: Lots 1,2,3,4,5,6,7,8,9, and 10; Block 24: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12; Block 27: Lots 1,2,3,4,5, and 6; Block 28: Lots 1,2,3,4,5, and 6; Block 27: Lots 1,2,3,4,5, and 6; Block 28: Lots 1,2,3,4,5, and 6;	These dwelling units can be fitted with a central air conditioning system at the owner's option and expense which will enable occupants to keep windows closed if road traffic noise interferes with the indoor activities. If central air conditioning is installed, the air-cooled condenser unit shall have an AHRI 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.
<b><u>COMMUNITY MAILBOX</u></b>	Block 7: Lot 12; Block 11: Lots 11, and 12;	Purchasers/Tenants are hereby advised that Community Mailboxes are proposed to be located in front of and/or on the flankage side of these Lots and the final location of the Community Mailboxes has not yet been confirmed.
<b><u>ENTRY FEATURE</u></b>	Block 15: Lots 1 and 2;	Purchasers/Tenants are advised that entry features may be located on Mavrinac Boulevard and Wellington Street East as per the Town of Aurora Community Design Guidelines.
<b><u>SERVICING EASEMENT</u></b>	Block 25: Lots 1,2,3, and 4; Block 26: Lots 1,2,3,4, and 5;	Purchasers/Tenants are hereby advised that access may be required over the outside areas of these dwelling units for servicing purposes. An Easement may be registered on title to grant such rights over the outside areas of these dwelling units.

	POTLS	WARNING CLAUSE
<b><u>BLANKET EASEMENT FOR CONDO</u></b>	Block 1: Lot 1,2,3,4,5,6, and 7; Block 2: Lots 1,2,3,4,5, and 6; Block 3: Lots 1,2,3,4,5, and 6; Block 4: Lots 1,2,3,4,5, and 6; Block 5: Lots 1,2,3,4,5, and 6; Block 6: Lots 1,2,3, and 4; Block 7: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12; Block 8: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12 Block 9: Lots 1,2,3,4,5,6,7, and 8; Block 10: Lots 1,2,3,4,5,6,7,8,9, and 10; Block 11: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12; Block 12: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12 Block 13: Lot 13 Block 14: Lots 1,2,3,4,5,6,7,8, and 9; Block 15: Lots 1,2,3,4,5,6,7, and 8; Block 16: Lots 1,2,3,4, and 5; Block 17: Lots 1,2,3,4,5, and 6; Block 18: Lots 1,2,3,4,5, and 6; Block 19: Lots 1,2,3,4,5, and 6; Block 20: Lots 1,2,3,4,5, and 6; Block 21: Lots 1,2,3,4,5, and 6; Block 22: Lots 1,2,3,4,5, and 6; Block 23: Lots 1,2,3,4,5,6,7,8,9, and 10; Block 24: Lots 1,2,3,4,5,6,7,8,9,10,11, and 12; Block 25: Lots 1,2,3, and 4; Block 26: Lots 1,2,3,4, and 5; Block 27: Lots 1,2,3,4,5, and 6; Block 28: Lots 1,2,3,4,5, and 6; Block 29: Lots 1,2,3, and 4; Block 30: Lots 1,2,3, and 4.	Purchasers/Tenants are hereby advised that access may be required over the outside areas of these dwelling units by the condominium corporation. An Easement may be registered on title to grant such rights over the outside areas of these dwelling units.
<b><u>INFILTRATION TRENCHES</u></b>	Block 1: Lot 1,2,3,4,5,6, and 7; Block 2: Lots 1,2,3,4,5, and 6; Block 3: Lots 1,2,3,4,5, and 6; Block 4: Lots 1,2,3,4,5, and 6; Block 5: Lots 1,2,3,4,5, and 6; Block 6: Lots 1,2,3, and 4; Block 13: Lot 13 Block 18: Lots 1,2,3,4,5, and 6; Block 19: Lots 1,2,3,4,5, and 6; Block 20: Lots 1,2,3,4,5, and 6; Block 21: Lots 1,2,3,4,5, and 6; Block 22: Lots 1,2,3,4,5, and 6;	Purchasers are advised that a groundwater infiltration trench may be constructed in order to help maintain the groundwater system. It shall be the obligation of the dwelling unit owner to maintain the groundwater infiltration trench and are advised that this trench must not be altered in any way, including removal. Any repair or replacement must be in kind, in order to maintain the function of the infiltration trench.

**NOTE: all references to Block and Lot numbers are based on the numbering shown on the Site Plan appended to as Schedule "S" to the agreement of purchase and sale.**

**The purchaser acknowledges receipt of the aforementioned Warning Clauses and Notice Provisions in Schedule "W".**

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

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

APPENDIX TO SCHEDULE “W” TO AGREEMENT OF PURCHASE AND SALE

COMMUNITY INFORMATION MAP – SITE PLAN

# COMMUNITY INFORMATION MAP - SITE PLAN

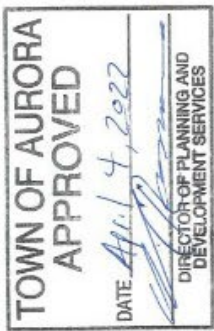
## TFP AURORA DEVELOPMENTS - AURORA

### 20 & 25 MAVRINAC BOULEVARD

SITE PLAN FILE # SP.21.A.0123 (SP 2021-08)



March 2022  
Scale: 1:500  
File #: TAC248



#### LEGEND

- ▬ Level 1 of Significance
  - ▬ Level 2 of Significance
  - ▬ Level 3 of Significance
  - ▬ Level 4 of Significance
  - ▬ Level 5 of Significance
  - ▬ Level 6 of Significance
  - ▬ Level 7 of Significance
  - ▬ Level 8 of Significance
  - ▬ Level 9 of Significance
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- ▬ Parks
  - ▬ Parks
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  - ▬ Parks
- 
- ▬ Grade 1: 1.0m - 1.5m
  - ▬ Grade 2: 1.5m - 2.0m
  - ▬ Grade 3: 2.0m - 2.5m
  - ▬ Grade 4: 2.5m - 3.0m
  - ▬ Grade 5: 3.0m - 3.5m
  - ▬ Grade 6: 3.5m - 4.0m
  - ▬ Grade 7: 4.0m - 4.5m
  - ▬ Grade 8: 4.5m - 5.0m
- 
- ▬ Existing Road
  - ▬ Proposed Road
  - ▬ Proposed Road
  - ▬ Proposed Road
  - ▬ Proposed Road



#### KEY PLAN

**GENERAL NOTES:**

1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE TOWN OF AURORA AND THE PROVINCE OF ONTARIO.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE TOWN OF AURORA AND THE PROVINCE OF ONTARIO.
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APPENDIX TO SCHEDULE "W" TO AGREEMENT OF PURCHASE AND SALE

HOME BUYER INFORMATION PACKAGE



# AURORA

TRAILS






TOWN OF AURORA  
APPROVED  
DATE: *April 4, 2022*  
*[Signature]*  
DIRECTOR OF PLANNING AND  
DEVELOPMENT SERVICES

## HOMEOWNER INFORMATION PACKAGE

AURORA  
TRAILS

DRAFT

## Table of Contents

	Environmental Protection	1
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	Parks and Trails	8
	Recycling, Composting and Waste Collection	12
	Transportation and Transit Opportunities	16
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## Benefits of the Natural Heritage System

The Natural Heritage System (NHS) is a series of interconnected natural features and areas, including wetlands, woodlands, and rivers. The NHS provides many benefits to your community including better air quality, higher water quality, attractive and aesthetically pleasing neighbourhoods, and opportunities for residents to live an active lifestyle.

Environmental management and ecological benefits include the following:

- Enhanced biodiversity by providing habitat for a variety of plants and animals.
- Linkages through residential communities necessary for the movement of wildlife.
- Buffers between urban land uses and sensitive ecological features and functions.
- Maintenance of natural groundwater levels and water temperatures in streams needed to support fish and amphibian populations.
- Filtration of pollutants and some contaminants from air and water.
- Releases oxygen into the atmosphere and removes climate altering greenhouse gases.
- Moderates the local climate by modifying solar radiation, air temperature, humidity and wind speed.
- Reduces soil erosion and runoff.
- Stabilizes natural water flows.
- Helps to mitigate greenhouse gases.
- Protects creek banks from the damaging effects of erosion.



## Stormwater Management Ponds

Rainwater that flows on roads, roofs and other hard surfaces (referred to as stormwater runoff) is diverted into the drainage system, and ultimately into our creeks, wetlands and lakes. In order to protect both the urban and natural environments, Stormwater Management Ponds



are designed help prevent the damaging effects of flooding and erosion by holding back water and slowly releasing it back into streams and watercourses. These ponds also clean and filter water before it re-enters the natural system. There are no Stormwater Management Ponds required for this site, however there are Stormwater Management Ponds in the surrounding community.



### *Stormwater Management Pond Do's and Don'ts*

- Do not swim, wade, skate or boat within the stormwater ponds.
- Be careful near the edges of stormwater ponds as conditions such as fluctuating water levels and thin ice can change quickly.
- Do not dispose of personal waste into stormwater ponds which cannot treat all contaminants.
- Actively participate in the enhancement, protection, and maintenance of your natural environment for the enjoyment of your family, your neighbours, visitors, and future generations to come!

#### ***Did You Know?***

- *Dumping or disposing of any material or any waste into or near the Natural Heritage System and stormwater management features, either on public or private property is prohibited by the Town of Aurora, and will result in significant fines.*
- *The Town of Aurora and Lake Simcoe Region Conservation Authority are responsible for maintaining features in the Natural Heritage System.*

## **Infiltration Trenches**

Infiltration trenches are excavations filled with clean granular stone or other material. They are used to manage stormwater runoff and to promote groundwater recharge. Infiltration trenches have been included at the back of some lots.

Do not remove or otherwise alter the infiltration trench on your property.

Homeowners are advised of the following notice relating to the infiltration trenches located on their properties:

### Single Detached Lot (Block 13)

The above noted lots include an infiltration trench approximately 1 m wide, located approximately 0.5 m from the rear lot line and approximately 1.0 m from the side lot lines. Each infiltration trench consists of a 0.6m deep washed clearstone layer beneath the topsoil for the purpose of infiltrating of stormwater into the ground. This stormwater management infrastructure forms an integral part of the stormwater management solution for the community. These infiltration trenches cannot be interfered with, modified, or removed. Structures (including garden sheds, decks, gazebos, hot tubs, and any other accessory structures) shall not be erected or constructed, or permitted to be erected or constructed, on top of the infiltration trenches. The infiltration trenches cannot be excavated or earth extracted (below a depth of 0.15 m) for any purpose, such as tree planting, landscaping or below ground swimming pool construction. Grading within the rear yard, such as swales, which convey stormwater to the infiltration trenches, must remain in its original form.

All owners of lots containing an infiltration trench are advised that they are responsible for the long-term maintenance and cleaning of any infiltration trench that is located on their lot, to ensure that proper drainage is maintained.

### Applicable Townhouse Lots

The above noted lots include an infiltration trench approximately 1m wide, located approximately 0.5 m from the rear lot line and approximately 0.5 m from the side lot lines. Each infiltration trench consists of a 0.6m deep washed clearstone layer beneath the topsoil for the purpose of infiltrating stormwater into the ground. This stormwater management infrastructure forms an integral part of the stormwater management solution for the community. These infiltration trenches cannot be interfered with, modified, or removed. Structures (including garden sheds, decks, gazebos, hot tubs, and any other accessory structures) shall not be erected or constructed, or permitted to be erected or constructed, on top of the infiltration trenches. The infiltration trenches cannot be excavated or earth extracted (below a depth of 0.15 m) for any purpose, such as tree planting, landscaping or below ground swimming pool construction. Grading within the rear yard, such as swales, which convey stormwater to the infiltration trenches, must remain in its original form.

All owners of lots containing an infiltration trench are advised that they are responsible for the long-term maintenance and cleaning of any infiltration trench that is located on their lot, to ensure that proper drainage is maintained.

## **Protection of the Natural Heritage System**

Protection of the environment is a key component of your community. This Plan helps to ensure that the NHS functions as it would under pre-development conditions. Take the following steps to protect the Natural Heritage System:

- Keep gardens, composters and all built structures including fences, sheds, tree houses, kennels and pools within your property limits. Natural areas are not extensions of your property. Do not encroach onto public natural areas.
- Do not remove vegetation from the Natural Heritage System or any public property. The Town enforces this through fines.
- Disposal of composting, yard waste or soil materials in natural areas may introduce harmful, invasive, non-native plant species.
- Direct pool water discharge to the street and away from the Natural Heritage System to avoid damaging vegetation and causing erosion along valley slopes.
- Do not alter drainage on your property. This can lead to erosion and cause changes to plant communities dependent on the natural grade for water distribution.

## Living with Wildlife

People and wild animals live side by side. Coyote sightings have occurred in the Town of Aurora over the past several years. Coyotes are important for helping to control populations of rabbits, rats and mice. Encounters with all wildlife can be positive experiences that contribute to a pleasurable living environment. Take a few simple steps to help reduce human conflict with wildlife:

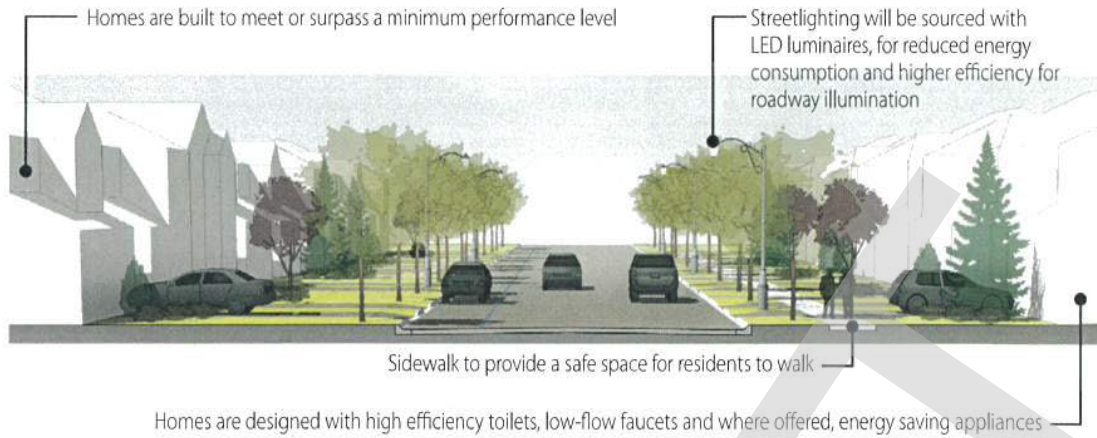
- Remove sources of food by protecting pets, fencing gardens, securing and storing garbage in animal-proof containers within an enclosed area on your property such as a shed or garage.
- Do not feed, approach or handle any wildlife. They may appear docile under normal conditions but they may become aggressive when approached or handled by a human.
- Do not rescue young animals as most often young wildlife will be retrieved by their parents.
- Keep all pets on leashes or confined within your yard.
- Use environmentally friendly, non-toxic wildlife repellent on plants and flowers.
- Use motion-sensitive lights or sprinklers to deter wildlife.
- Keep areas on your property near buildings free from clutter, cut down grass and weeds, and repair any openings under buildings where wildlife may make a home.
- Instead of using chemicals consider installing screened outdoor seating areas and/or use bug repellent to enjoy time outdoors.



## Improving Water Quality

Natural areas are dependent on suitable water quality and quantity to thrive. As a homeowner, how you use water impacts the quality of water that feeds and supports nearby streams, wetlands, woodlands, and wildlife habitat.

- Plant gardens with plants that require minimal irrigation and increase rainfall infiltration into the ground, thereby resulting in less runoff.
- Reduce or eliminate use of pesticides, fertilizers, insecticides and de-icing agents that runoff from your property into the stormwater system.
- Use organic, non-toxic alternatives to pesticides, fertilizers, insecticides and wildlife repellent for your lawn and garden.
- Shovel as quickly as possible after a snowstorm, brush off sidewalks with a broom, and use an icebreaker to reduce the use of salt and de-icers.
- Sweep leaves, dirt and garbage away from street drains to prevent clogging storm sewer catch basins and constricting flow into connecting streams and ponds.
- Do not dump household cleaners, paints or other chemicals down the sink, toilet or storm sewer. These items should be disposed of at no cost at a household hazardous waste depot.
- Consider building a wooden deck or using permeable surface material such as interlocking brick for your driveway or patios to ensure that rainwater infiltrates into the ground, thus reducing storm water runoff.



## Landscaping Your Property

Design your yard with a more naturalized approach in order to attract birds, butterflies and other wildlife while improving water and air quality. There are many benefits associated with native / non-invasive plant species of trees, shrubs, perennials, shade-tolerant groundcover and vines.

- Offer protection, shade, nesting areas or homes for birds and other small wildlife.
- Require little to no maintenance and are easier to care for, without the need for pesticides, excessive malignance or heavy watering.
- Contact Lake Simcoe Region Conservation Authority or the Town of Aurora Parks and Recreation Services for further information on appropriate plant species.
- Noise and light from your property near natural heritage areas can be detrimental to wildlife behavior and reproductive success. Consider this when using your property.
- As outlined within the executed Subdivision Agreement, the Town of Aurora's Fill By-law and Ontario Regulation 179/06 under the Conservation Authority Act, you shall not carry out or cause to be carried out any site alteration on your property without a permit.

For further information on municipal boulevard trees, refer to the Town of Aurora Boulevard Trees brochure provided with this Homeowners Information Package.

### Did You Know?

*The Town of Aurora has an outdoor water use by-law which properly regulates watering to ensure a continued and abundant supply of water for all residents. Water restrictions are in place from May 15th to September 30th.*

- *Even numbered addresses may use water outdoors only on even numbered days of the month.*
- *Odd numbered addresses may use water outdoors only on odd numbered days of the month.*
- *Outdoor water use will only be permitted between the hours of 6am to 10am, and 6pm to 10pm.*



**AURORA**  
*You're in Good Company*

Did you know.....**The Parks Division** encourages a diversity of trees on our boulevards and in our community? In addition to the often planted Maple species, you may also see Honey Locust, Ginkgo Tree, Hackberry, White and Burr Oak, Ivory Silk Tree, Linden, Turkish Hazel, Buckeye, Chanticleer Pear, Pioneer Elm, Kentucky Coffee Tree and Black Walnut.



**TO FIND OUT MORE PLEASE CONTACT**  
**TOWN OF AURORA**  
Parks and Recreation Services, Parks Division  
Tel: 905-727-3123 ext. 4753  
Fax: 905-727-3903  
**For Established Areas:**  
Ian Bryant, ext3229  
IBryant@aurora.ca  
[www.aurora.ca](http://www.aurora.ca)

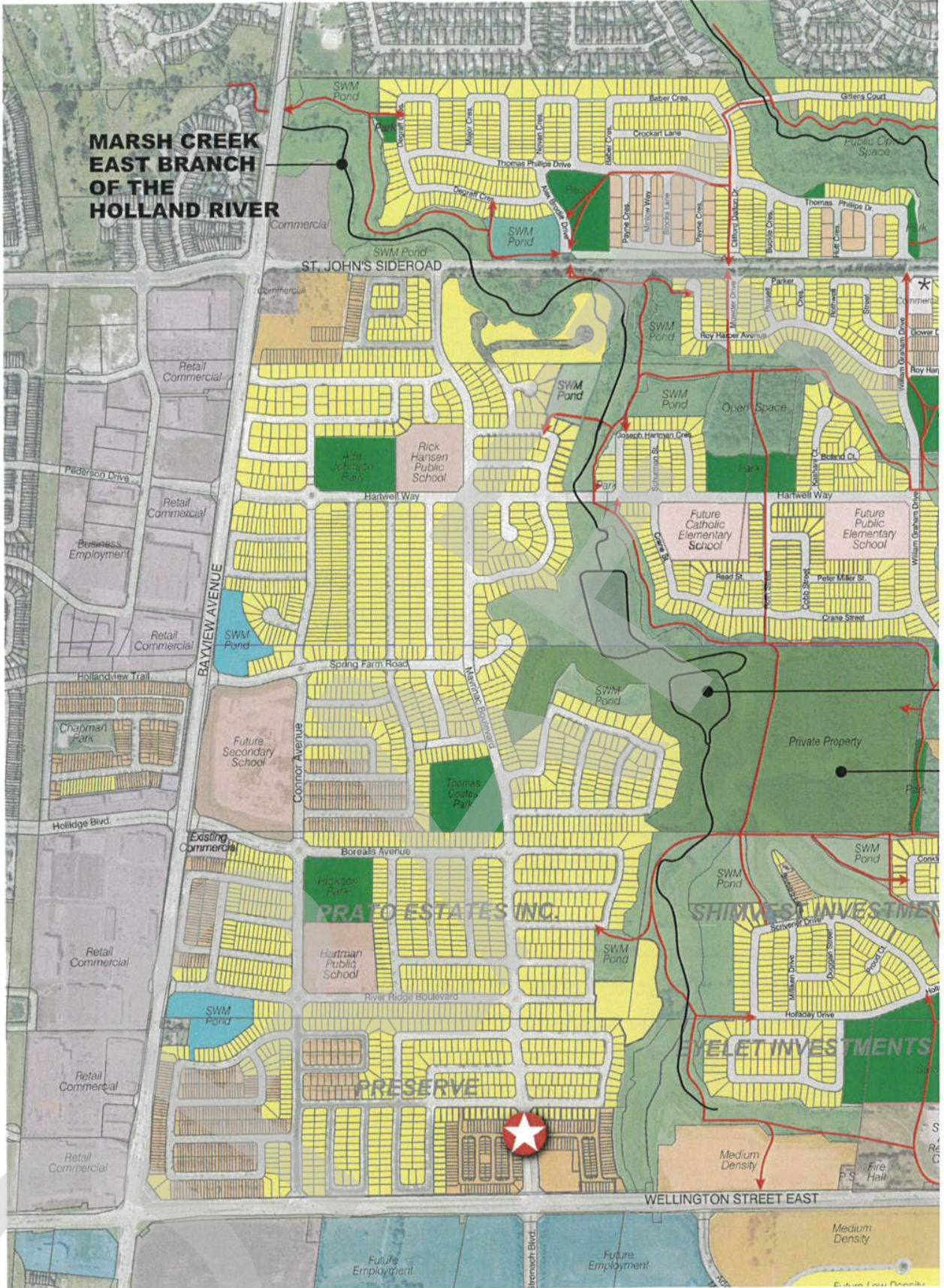
Information to help keep your tree growing strong and healthy into the future



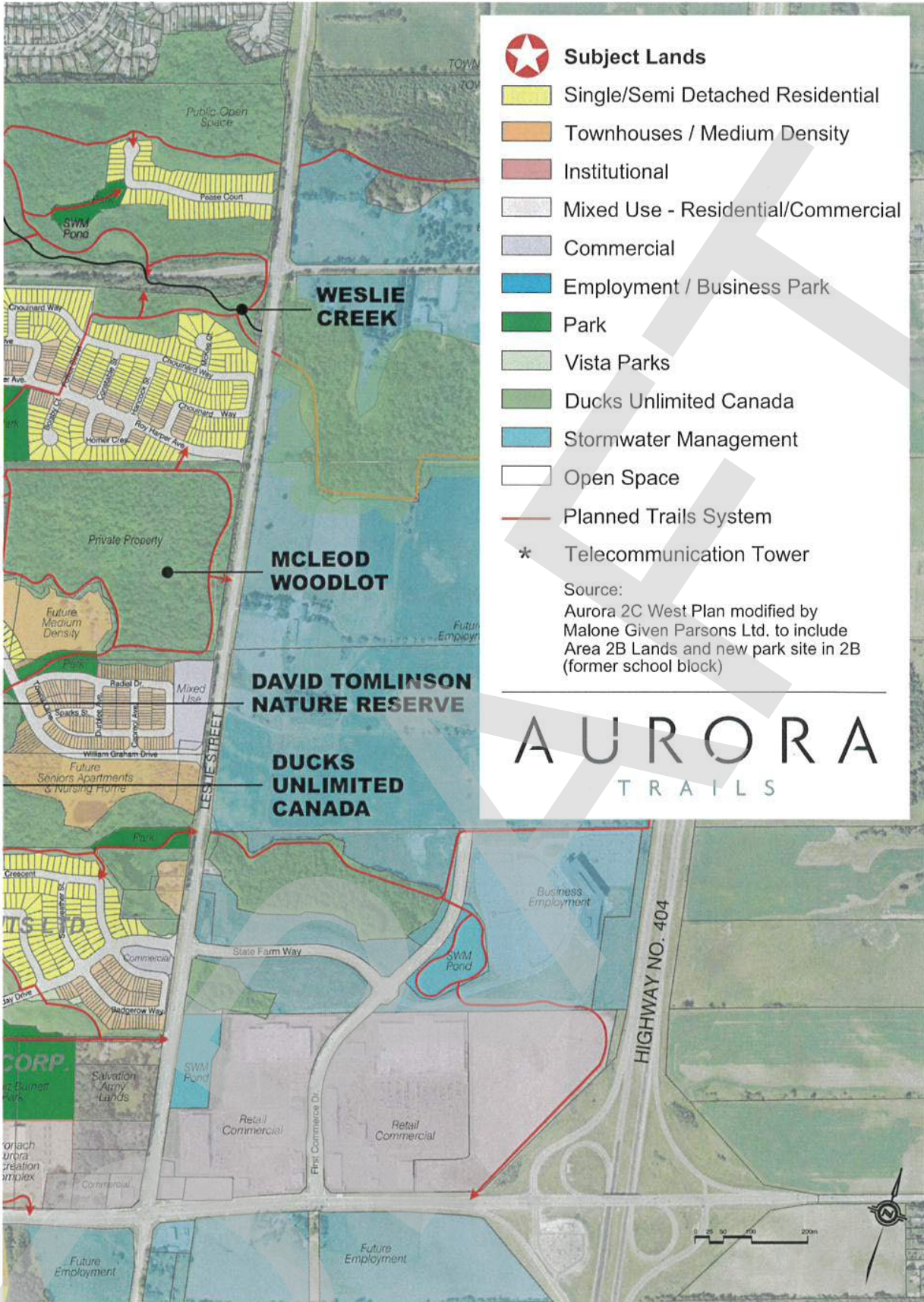
**T**he Town of Aurora is committed to healthy and inclusive lifestyles inspired by its natural heritage, historic culture, diverse community and natural environment. Information on recreation facilities including parks, playgrounds, sports fields, basketball and tennis courts, fitness stations, skateboard facilities, as well as seasonal uses such as splash pads, outdoor ice rinks and tobogganing locations is kept up-to-date in the Town's Streets, Parks & Trails Map online. For parks planned specifically within this community, please see the Built/Planned Parks Plan:

The Town of Aurora's Trails Master Plan includes more than 25 kilometres of recreation trails including the Nokiidaa and Oak Ridges Moraine Trails that connect the many parks distributed throughout Aurora. In addition, more trails located adjacent to your community are planned to connect parks located specifically within the surrounding community to actively promote alternative modes of transportation including walking and biking. Trails intersect with municipal sidewalks on public streets to provide a full pedestrian circulation system. Major streets provide sidewalks with municipal boulevard trees that enhance the pedestrian environment.

These trails within your community may also link to other trails and amenities such as the Stronach Aurora Recreation Complex. Respect nature by staying on designated trails, as walking through vegetation can destroy plants, disrupt wildlife habitat and compact the soil.







**Subject Lands**

- Single/Semi Detached Residential
- Townhouses / Medium Density
- Institutional
- Mixed Use - Residential/Commercial
- Commercial
- Employment / Business Park
- Park
- Vista Parks
- Ducks Unlimited Canada
- Stormwater Management
- Open Space
- Planned Trails System
- \* Telecommunication Tower

Source:  
Aurora 2C West Plan modified by  
Malone Given Parsons Ltd. to include  
Area 2B Lands and new park site in 2B  
(former school block)

AURORA

TRAILS

## Park and Trail Etiquette

- Always stay on marked trails for your own safety and that of the NHS. Use of natural areas within the Natural Heritage System can result in severe degradation of the health of desired tree and shrub populations.
- Always 'stoop and scoop' and dispose of pet waste properly.
- Keep your pets on a leash as they can be destructive to plants and wildlife. For further information on pet control bylaws, please contact Town of Aurora Building and Bylaw Services.
- Prepare for the weather: wear sunscreen, bring water, watch for slippery surfaces, wear appropriate footwear, and dress to suit the temperature.
- Be courteous to other trail users.
- Carry identification and a cell phone when using any trail.
- By law, all Ontario cyclists under the age of 18 years old must wear a helmet. They are also recommended for cyclists over 18 years old.
- Cyclists must yield to pedestrians or other cyclists, and alert them from behind upon approach.
- Be a predictable cyclist by following rules, obeying signs and signaling your intentions.
- The use of motorized vehicles is strictly prohibited on any municipal trail or park land.



**T**he Town of Aurora and York Region provides your community with a full range of recycling and waste services. Together, the Region and the Town are working towards a goal of zero waste, using methods outlined in a SM4RT Living Plan. This Plan focuses on waste reduction, reuse and influencing behavioral change.

## Composting

Residents are encouraged to use a backyard composter to produce excellent soil conditioner that will improve your soil, and to reduce kitchen and yard waste disposal. Backyard composters are available for purchase from your local hardware stores or from the Town of Aurora's Joint Operations Centre located at 229 Industrial Parkway North from Monday to Friday, between the hours of 8:30am and 4:30pm.

The Town holds an annual Free Compost Giveaway Day, where you are able to pick up free, nutrient-rich compost just in time for the gardening season. Please see the Town's Waste Management Guide and Recycling Calendar for the date of this event.

### ***Compost is an effective natural fertilizer for plants in your garden!***

- *Dig the compost into the earth before planting flowers and vegetables.*
- *Use compost as mulch to top-dress around plants and trees to help retain moisture, smother weeds and prevent soil compaction.*
- *Screen and use compost on your lawn or as part of a seed starting mix.*

## Collection Calendar

The recycling / green bins provided to each homeowner are picked up weekly. Garbage is currently collected every second week on the same day. Recycling paper products, glass, metals and plastics reduces both pollution and the water we use. A Waste Management Guide & Recycling Calendar is available on the Town's website or the "Recycle Coach" app.



Recycle Coach is on a mission to give people the tools and education they need to become pro-recyclers. With Recycle Coach, every person in every municipality can effectively contribute to a smarter, cleaner, and healthier municipalities.

Available to download as a smartphone app and accessible as a web-app, Recycle Coach utilizes technology to make it easier for the average person to recycle correctly. The platform offers useful features that residents can access for proper waste removal. Features available to all New Jersey municipalities are:

- **Calendars:** See your collection schedule for the entire year and stay updated on upcoming recycling events and special collections in your community.
- **Reminders:** Get personalized collection and event reminders by push notification or email, and learn about schedule changes when they happen
- **"What Goes Where?" Material search:** Find disposal information and set-out instructions for thousands of items in your community; waste less and recycle more with helpful tips and tricks.
- **Drop-off information:** Get directions, hours of operation, and more for local drop-off depots.
- **Problem Reporting:** Municipalities can choose to let residents report missed collections, vandalism, and more through the app
- **Admin Portal:** Recycling Coordinators can manage news and notifications to send to residents' smartphones. Find reports and insights into your residents' behaviours and the items they are engaging with the most, as well as what they may be confused about.

The platform is tailored to each local community and allows local municipalities to have constant and easy communication with residents, while making it much easier for residents to recycle.

The available language for Aurora residents are: English, Arabic, Spanish, Persian, French, Italian, Russian, and Chinese.

## **Alternatives to Curbside Waste Collection**

### **Elgin Mills Community Environmental Centre**

The Elgin Mills Community Environmental Centre located at 1124 Elgin Mills Road East in the Town of Richmond Hill provides residents with a convenient location to drop off a variety of reusable, recyclable materials and waste including those not easily managed through the current waste collection program such as bulky materials, shredded paper and electronics.

### **Textile Collection**

The Town of Aurora continues their efforts to divert textiles from landfill, through an ongoing partnership with Diabetes Canada and Cornerstone to Recovery.

Donation bins are located across the Town, where you can donate clothing and textiles. Stained or torn textiles are also accepted, however, donated textiles must be dry and free of any medical or hazardous liquids.

Drop of your donations at one of the bins, or schedule a free home pickup at [declutter.diabetes.ca](http://declutter.diabetes.ca). Locations are listed in the Town's Waste Management Guide and Recycling Calendar.

### **Electronic Waste**

Electronic waste (e-waste) is any electronic equipment in your home that no longer works and cannot be repaired. E-waste should not be thrown in the garbage as these items contain materials considered to be hazardous.

E-waste can be disposed of at the East Gwillimbury Household Hazardous Waste and Recycling Depot, the Elgin Mills Community Environmental Centre and the Georgina Transfer Station, the locations of which are shown on the map on the next page.

The Town of Aurora holds three e-waste events a year where you can get rid of your unwanted e-waste. Please see the Town's Waste Management Guide and Recycling Calendar for the dates of these events.

## **Garbage, Recycling & Composting Do's & Don'ts**

- Do not place your garbage or recycling/compost containers on the roadway. Place your garbage, green bin and blue boxes at the curb by 7:00am on your scheduled pick-up day. Do not put waste or recycling on the curb earlier than 4:00pm the night before. Yard waste is collected bi-weekly with recycling from April to December.
- Up to three (3) garbage bags or reusable containers can be set out on your scheduled collection day.
- No grass, sod or dirt is allowed in the curbside yard waste bags.
- Plastic bags are no longer accepted in York Region's Green Bin program. Use only paper bags or certified compostable plastic bags, displaying the compostable logo to line your Green Bin and kitchen containers.
- More than three (3) garbage bags or containers will require a bag tag - up to a total of six (6) garbage bags/containers maximum three (3) without tags and three (3) with tags and no one bag or container can me more than 50 lb.

- Bag tags can be purchased at the Aurora Town Hall, 100 John West Way, Stronach Aurora Recreation Complex and the Aurora Family Leisure Complex. Each tag costs \$5.00 per tag.
- Bulky Items such as furniture, mattresses, box springs, plastic lawn furniture, toilets (bowl and tank to be separated) and carpeting do not require a bag tag (up to maximum of five (5)).

### ***Did You Know?***

*Dumping of any material on public or private property is illegal. It damages your community and the environment and costs tax payers money to clean up the affected sites. If you witness an illegal act of dumping, please record the license plate number and call the Town of Aurora's By-Law Office at 905-727-3123 ext. 4240 or York Regional Police at 1 (866) 876-5423.*

### **GFL Environmental Inc.**

The Town of Aurora currently contracts out waste disposal to GFL Environmental Inc. They can be contacted if:

- you need to replace broken/damaged blue boxes.
- your garbage was not picked up.
- you need to schedule a metal/appliance pickup.

They can be reached at 1-866-421-5625.

### **Hazardous Waste**

Household hazardous waste (HHW) is anything in your home that is corrosive, explosive, flammable or poisonous and is no longer needed. It should be brought to a HHW depot where it will be disposed of safely.

HHW can be dropped off at the East Gwillimbury Household Hazardous Waste and Recycling Depot, the Elgin Mills Community Environmental Centre and the Georgina Waste Transfer Station, the locations of which are listed below.



### **Waste Depot Locations**

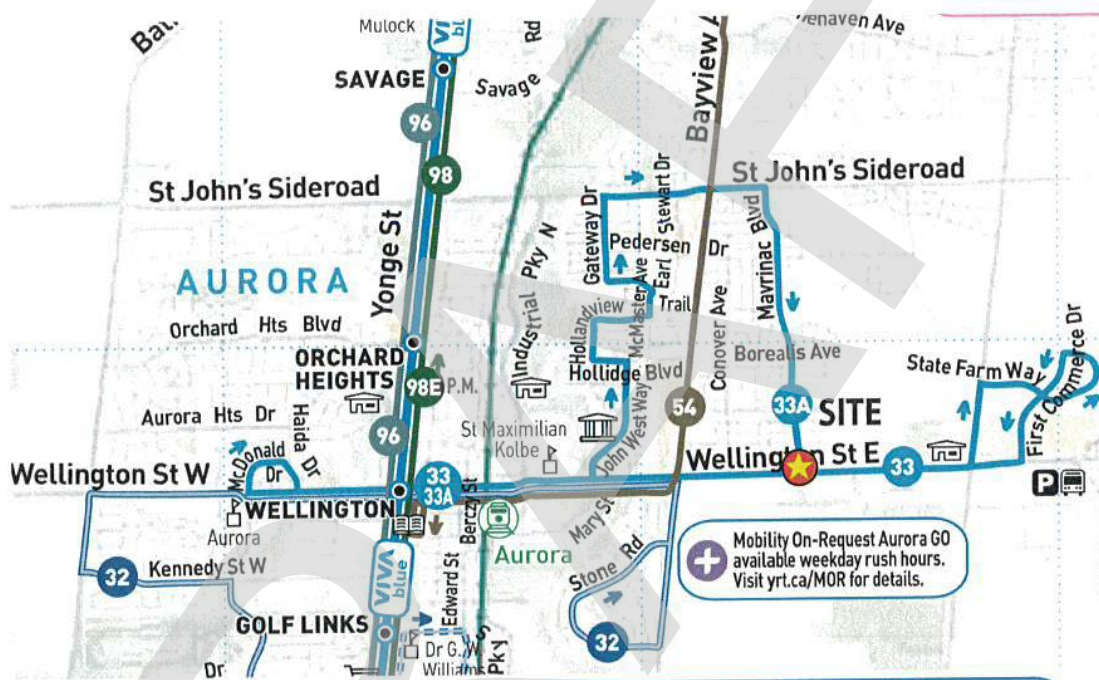
1. **Bloomington Yard Waste Depot**  
1351 Bloomington Rd., Richmond Hill
2. **East Gwillimbury Household Hazardous Waste and Recycling Depot**  
225 Garfield Wright Blvd., East Gwillimbury
3. **Elgin Mills Community Environmental Centre**  
1124 Elgin Mills Rd. E., Richmond Hill
4. **Georgina Waste Transfer Station, Household Hazardous Waste and Recycling Depot**  
23078 Warden Ave., Keswick

The Community is highly accessible to major highways and also provides opportunities for alternative modes of transportation including commuting and car share opportunities and access to public transit including:

- Highway 404 accessed through the Wellington Street East interchange.
- Aurora GO Train Station (121 Wellington Street East) offering full service on weekends to Union Station in Toronto and to Barrie.
- York Region Transit (YRT) and Viva offering local and rapid transit services in and around the community, connecting you to places within York Region, as well as services in the City of Toronto and Peel Region. Visit the YRT/Viva website for up-to-date schedules, route maps, a trip planner and fare and PRESTO information.
- Cycling Maps, Trail Guides and YRT Maps are available upon request by contacting [transportation@york.ca](mailto:transportation@york.ca) and are available online at [york.ca](http://york.ca) and [yrt.ca](http://yrt.ca).
- Carpool opportunities through the Aurora Carpool Lot (Aurora Road & Highway 404). Visit [york.ca/mytrip](http://york.ca/mytrip) for further information on commuting.

## Parking within the Community

- Parking standards have been established within the community to promote transit use, compact neighborhood design and improved streetscapes and pedestrian environments.
  - Vehicles are permitted to park on Town streets for a period of up to 24 hours unless otherwise prohibited;
  - no vehicle is permitted to park in any cul-de-sac; and
  - no vehicle is permitted to park on the public streets between 2:00 am and 6:00 am during the period of November 15 to April 15 of each year.
- Parking is restricted on condo roads to maintain fire access, have regard for signs posted.
- Parking permits are available for visitors at [www.aurora.ca/parking](http://www.aurora.ca/parking). For further information on parking requirements for your community, please contact Town of Aurora Bylaw Services at [bdepartment@aurora.ca](mailto:bdepartment@aurora.ca)



Legend					
	Vivastation / Service		TTC Route Serving York Region		Park & Ride
	Regular Service <sup>1</sup>		TTC Route Bordering York Region <sup>2</sup>		Community Centre
	Weekdays Only		TTC Station / Subway <sup>3</sup>		Shopping Centre
	Weekends Only		GO Train Station <sup>3</sup>		Hospital
	Rush Hours Only <sup>2</sup>		Major Bus Terminal		Municipal Office
	Limited Service				Secondary School
	Community Route				College/University
	Future Expansion				Direction of Travel
					Library
					Amusement Park
					Museum/Art Gallery

<sup>1</sup> See Routes & Availability directory for individual route information  
<sup>2</sup> Rush hours are weekdays approx. 6 a.m. to 9 a.m. and 3 p.m. to 7 p.m.  
<sup>3</sup> Extra fare required when transferring to/from YRT services



## Town of Aurora

### **Planning & Development Services Department:**

Contact - Phone: 905-726-4700 Email: [planning@aurora.ca](mailto:planning@aurora.ca)

Department Website: <https://www.aurora.ca/en/business-and-development/planning-and-development.aspx>

### **The Economic Value of Natural Capital Assets:**

Department Website: <https://www.aurora.ca/en/business-and-development/natural-capital-assets.aspx>

### **Aurora 2B Secondary Plan & Urban + Architectural Design Guidelines:**

Contact - Phone: 905-726-4700

### **Engineering and Capital Delivery:**

Contact - Phone: 905-726-4704 Email: [engineering@aurora.ca](mailto:engineering@aurora.ca)

### **Waste Management Guide & Recycling Calendar:**

Contact - Phone: 905-727-3123 ext. 3447

Department Website: <https://www.aurora.ca/en/town-services/garbage-recycling-and-composting.aspx>

### **Building Division:**

Contact - Phone: 905-727-3123 ext. 4388 Email: [building@aurora.ca](mailto:building@aurora.ca)

Division Website: <https://www.aurora.ca/en/home-and-property/building-and-renovating.aspx>

### **Operational Services – Parks Division:**

Contact - Phone: 365-500-3134

### **Aurora Trails Master Plan:**

Contact - Phone: 365-500-3134

Department Website: <https://www.aurora.ca/en/recreation-arts-and-culture/parks-and-trails.aspx>

### **Community Services Program Guide:**

Contact - Phone: 905-727-1375

Department Website: <https://www.aurora.ca/en/recreation-arts-and-culture/community-services-program-guide.aspx>

### **By-Law Services:**

Contact - Phone: 905-727-1375 Email: [bdepartment@aurora.ca](mailto:bdepartment@aurora.ca)

Department Website: <https://www.aurora.ca/en/your-government/bylaws.aspx>

## York Region

### York Region Transit / Viva:

Contact - Phone: 905-762-2100 Toll Free: 1-866-668-3978  
Website: <https://www.yrt.ca/en/index.aspx>

### Smart Commute Central York:

Contact - Phone: 905-898-5900 Email: [info@sccy.ca](mailto:info@sccy.ca)  
Website: <http://www.smartcommutecy.ca>

### York Region Waste Services:

Contact - Phone: 1-866-665-6752 Website: [www.york.ca](http://www.york.ca)

### York Region Garbage and Recycling:

Department Website: <https://www.york.ca/wps/portal/yorkhome/environment/yr/garbageandrecycling/>

### York Region SM4RT Living Plan:

Department Website: <https://www.york.ca/wps/portal/yorkhome/environment/yr/garbageandrecycling/integratedwastemanagementmasterplan/>

### Recycle Coach:

Website: <https://recyclecoach.com/residents/find-my-municipality/>

### Lake Simcoe Region Conservation Authority:

Contact - Phone: 905-895-1281 Website: [www.lsrca.on.ca](http://www.lsrca.on.ca)

### Central York Fire Services:

Contact - Phone: 905-895-9222 Website: [www.cyfs.ca](http://www.cyfs.ca)

**In case of Emergency, dial 9-1-1.**

## Provincial Agencies

### Go Transit:

Website: <https://www.gotransit.com/en/stations-stops-parking/find-a-station-or-stop>

Website: <https://www.gotransit.com/en/stations-stops-parking/car-pool-parking>

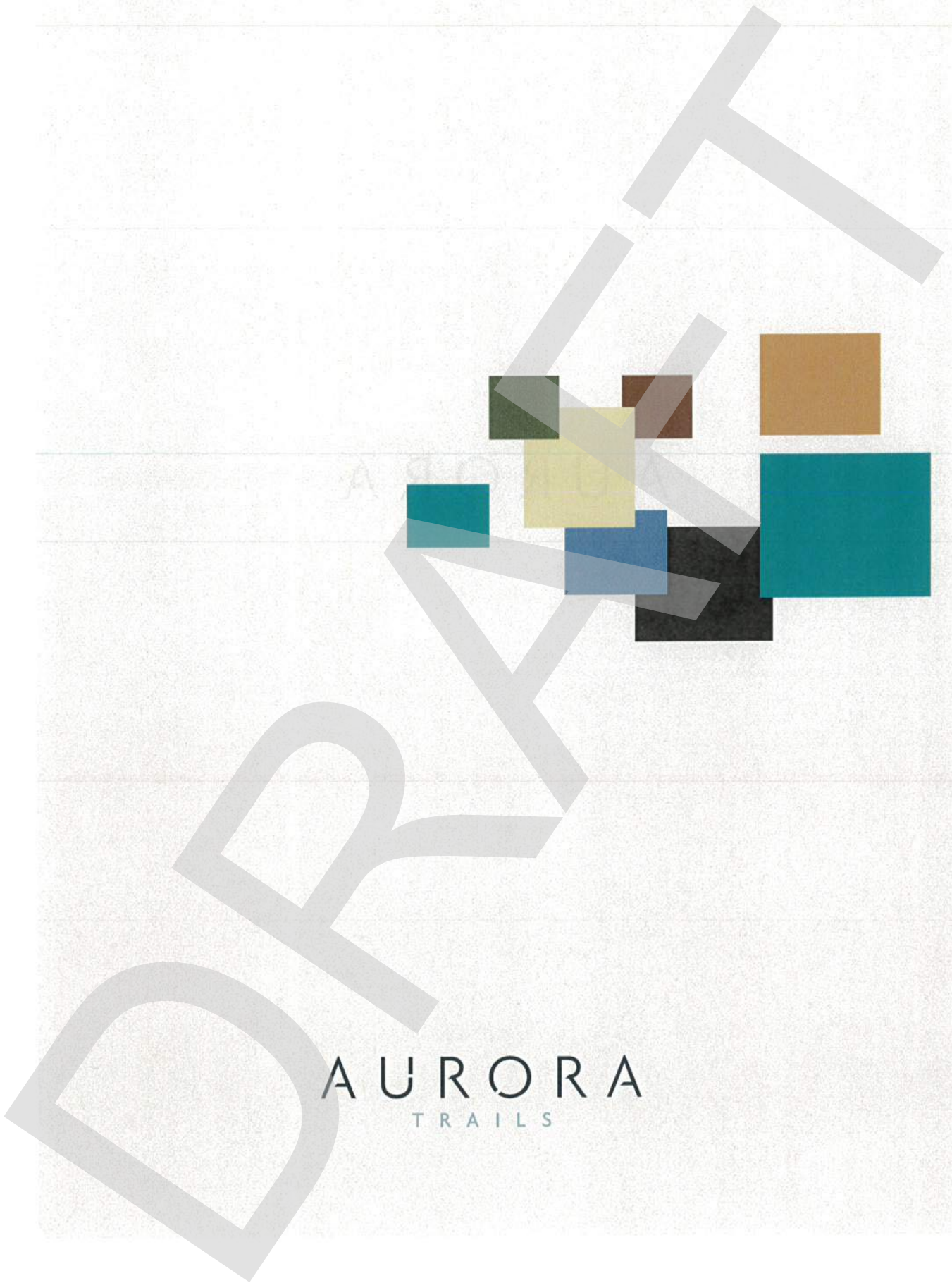
## Other Organizations in your Community

### Green For Life Environmental Corporation (GFL):

Website: <https://gflenv.com/>

AURORA  
TRAILS

DRAFT



AURORA  
TRAILS

## SCHEDULE “Y”

### PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

The Purchaser hereby consents to the Vendor's collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the Real Property, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital status, residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired Dwelling design(s) and colour/finish selections. In particular but without limiting the foregoing, the Vendor may disclose such personal information to:

- (a) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Real Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the CRA (i.e. with respect to HST);
- (b) the CRA, 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 (Canada)*, as may be amended;
- (c) the Condominium Corporation, for purposes of facilitating the completion of the Condominium Corporation's voting, leasing and/or other relevant records, and to the Condominium Corporation's property manager, for the purposes facilitating the issuance of notices, the collection of common expenses and/or implementing other Condominium Corporation management/administration functions;
- (d) any companies or legal entities that are associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company, if applicable) and are developing one or more other developments, projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (e) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family with respect to the Real Property, including without limitation, the Vendor's construction lender(s), the person and/or firm monitoring the project of which the Real Property forms a part (the “**Project**”) and its costs, the Vendor's designated construction lender(s), HCRA, Tarion and/or any warranty bond provider and/or deposit insurer, required in connection with the development and/or construction financing of the Project and/or the Real Property and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (f) any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to the Project and/or the Real Property (or any portion thereof) and any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (g) any 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 Dwelling and the Real Property and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (h) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, water/chilled water/hot water, gas, furnace and/or other similar or related services to the Real Property (or any portion thereof) (collectively, the “**Utilities**”) unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the Utilities;
- (i) one or more third party 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 literature/brochures about new developments, projects or communities and/or related services to the Purchaser and/or members of the Purchaser's family unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the aforementioned third party data processing companies;
- (j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the TERS, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation as well as to any third-party cloud service provider of the Vendor or the Vendor's Solicitor; and
- (k) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his personal information may be delivered to the Vendor at the address set out in the Tarion Addendum to the attention of the Privacy Officer.