

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE  
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED

ON THE 8 DAY OF February, 20 21.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : A05  
LOT: A05 BLOCK :  
50M-352 PLACE ST THOMAS 6  
CIVIC ADDRESS: 777 Namur Street

PURCHASERS: Rebecca Boulerice & Philippe Boulerice

VENDORS: VALECRAFT HOMES (2019) LIMITED

DATE OF ACCEPTANCE: February 24, 2021

It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above mentioned Agreement of Purchase and Sale and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein and time shall remain of the essence.

DELETE: PURCHASE PRICE: \$443,470.00  
BALANCE AT CLOSING: \$423,470.00  
LESS H.S.T. AMOUNT: \$415,607.71  
SCHEDULE "G" DATED: February 8, 2021  
TARION SCHEDULE "B" DATED: February 8, 2021


INSERT: 680 dated: April 24, 2021 in the amount of: \$7,707.82  
NEW PURCHASE PRICE: \$451,177.82  
NEW BALANCE AT CLOSING: \$431,177.82  
NEW LESS H.S.T. AMOUNT: \$422,068.58  
SCHEDULE "G" DATED: April 24, 2021  
TARION SCHEDULE "B" DATED: April 24, 2021

Dated at Embrun, ON this 24 day of April, 2021

In the presence of:

  
WITNESS

  
PURCHASER

  
WITNESS

  
PURCHASER

Dated at Ottawa this 28 day of April, 2021

VALECRAFT HOMES (2019) LIMITED

Per: \_\_\_\_\_

Name: F. Nieukoop

Title: Vice President

I HAVE THE AUTHORITY TO BIND THE CORPORATION

**SCHEDULE "G"****HARMONIZED SALES TAX AND NEW HOUSING REBATE**

1. The parties acknowledge that as at the date of this Agreement, Harmonized Sales Tax ("HST") is applicable to this transaction pursuant to the Excise Tax Act (Canada) (the "**Legislation**") and that, the Purchaser may qualify for the GST/HST new housing rebate (as is authorized by the Legislation from time to time) (**the "New Housing Rebate"**) in respect of this transaction.
2. The Purchaser is hereby advised that the Purchase Price listed in "Purchase Price" Section of this Agreement includes all HST and the New Housing Rebate applicable to this transaction (refer to maximum rebate allowance in Clause 8) as at the date this Agreement is signed by the parties. All sales taxes applicable to the transaction (including any applicable New Housing Rebate) will be calculated as of the closing of the subject transaction and will be applied in accordance with the Legislation. In the event that there is a change to the Legislation after the execution of this Agreement but prior to the closing of this transaction, the Vendor shall make all applicable adjustments to the sales taxes payable in this transaction in accordance with all applicable Legislation.
3. The Purchaser hereby irrevocably assigns to the Vendor the benefit of the New Housing Rebate, if applicable to this transaction.
4. The Purchaser hereby warrants and agrees that:
  - (a) The Real Property is being purchased as the Purchaser's primary place of residence and that the Purchaser will take possession and occupy the Dwelling forthwith upon closing and will not allow occupancy of the Dwelling by any other individual (other than the Purchaser's immediate family) as a place of residence prior to occupancy by the Purchaser;
  - (b) Purchaser will execute and deliver on closing such documents as the Vendor may require to confirm the warranties and agreements contained in this Schedule; and
  - (c) Purchaser will submit to the Vendor on closing, prior to or after closing at the Vendor's request, an application or applications in the manner and in the form prescribed containing prescribed information required by the Legislation for the New Housing Rebate
5. The Purchaser acknowledges that the Vendor has calculated the Purchase Price on the assumption that the New Housing Rebate will be applicable to this transaction. If for any reason the Purchaser does not qualify for the New Housing Rebate, then the Purchaser shall be fully responsible for paying to the Vendor the amount of such New Housing Rebate plus interest at the Bank of Montreal prime rate from the date the statement of adjustments is calculated plus any fees, penalties or damages imposed on the Vendor under the Legislation. For greater certainty, the Purchaser acknowledges that the New Housing Rebate described above is for individuals buying a new house or residential condominium as a primary place of residence for themselves or a relation. It does not include the rebate for HST which may be available to investors buying a new house or residential condominium as a rental property ( **the GST/HST "New Residential Rental Property Rebate"**). If the Property is being purchased for investment purposes, the Purchaser will not qualify for the New Housing Rebate and the Purchaser shall be responsible for paying to the Vendor an amount equal to the New Housing Rebate which has been included in the Purchase Price hereunder. All Purchasers buying a new house or residential condominium as a rental property are responsible for applying for the New Residential Rental Property Rebate after the closing of the subject transaction.



Purchaser



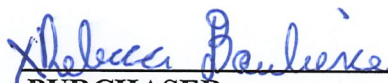
Purchaser

Vendor



6. The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. The Purchaser acknowledges that the purchase of additional Extras following the date of execution of this Agreement may push the Purchase Price of the Real Property into a different sales tax category for the purposes of determining the amount of the New Housing Rebate, and that this may lower the amount of said New Housing Rebate applicable to the transaction. If a reduced New Housing Rebate is applicable under the Legislation due to the purchase of Extras following the date of execution of this Agreement, the Purchaser agrees to compensate the Vendor for the, amount by which the New Housing Rebate used to calculate the Purchase Price listed in the "Purchase Price" section herein exceeds the actual applicable New Housing Rebate, such amount to be credited to the Vendor as an adjustment on closing.
  
7. The Parties acknowledge that for purposes of Land Transfer Tax, the total consideration to be inserted in the Transfer/Deed of Land for this transaction shall be the total Purchase Price including Extras excluding HST and the New Housing Rebate, namely the amount of \$422,068.58. The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.
  
8. The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Dated at Embrun, ON this 24 day of April, 2021

  
PURCHASER

VALECRAFT HOMES (2019) LIMITED

  
PURCHASER

PER: \_\_\_\_\_

April 28, 2021  
DATE:

PROJECT: PLACE ST THOMAS 6 LOT: A05

NON STANDARD EXTRAS (680)			
Place St. Thomas - Phase 6			
PURCHASERS: Rebecca Boulerice and Philippe Boulerice			Printed: 19-Apr-21 5:10 pm
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
A05	6	130 THE LEWIS	24-Feb-21
ITEM	QTY	EXTRA / CHANGE	PRICE
*15 999	1	- ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 0.00
32267		Note: Orbital Estimate No #: OR5460 Rev. 01 dated 02/16/2021.	Each
*16 998	1	- S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 919.82
32268		Note: S&S Electric Estimate No #: SS4330 Rev. 02 dated 02/16/2021.	Each
17 113864	1	- RAILING - OAK MODERN 3 1/2" POSTS, COLONIAL HANDRAILS & MODERN SPINDLES	\$ 1,531.00
32269		Note: - 3 1/2 Modern Posts with Cap + Colinal Handrail + Modern Spindles and Modern Brackets (Stained Oak) in all standard areas as per Sketch dated April 24, 2021	Each
*18 111277	1	- KITCHEN - HOOD FAN - CHIMNEY - WHIRLPOOL 300 CFM - 30IN STAINLESS IN LIEU OF OTR. INCLUDES ADDITIONAL BACKSPLASH TILES FROM BUILDERS STANDARD SELECTIONS	*\$ 995.00
32270		Note: - Kitchen as per Sketch dated April 24, 2021 - Does not include modifications to cabinetry or electrical for new microwave location. To be checked if Make-up Air system is required by Estimation Department	Each
19 32272	1	- ENSUITE BATH - UPGRADE LAMINATE COUNTERTOP IN OPTIONAL 4 PIECE ENSUITE BATHROOM (DOUBLE VANITY)	\$ 100.00
		Note: - Optional 4 Piece Ensuite Bathroom as per Sketch dated April 24, 2021	Each
20 704	2	- CERAMIC TILE - GROUT COLOR PER COLOUR	\$ 150.00
32273		Note:	
21 165	1	- KITCHEN - TILE - WALL - BACKSPLASH - UPGRADE - BRONZE - - KITCHEN - BRONZE	\$ 160.00
32276		Note: - Optional Kitchen #2 including area behind Chimney Hoodfan as per Sketch dated April 24, 2021	Each
*22 164	*1	- KITCHEN - TILE - WALL - BACKSPLASH - INSTALLED STAGGERED - INSTALLATION ONLY - - KITCHEN - .	*\$ 120.00
32277		Note: - Optional Kitchen #2 including area behind Chimney Hoodfan as per Sketch dated April 24, 2021	Each
23 132	1	- ENSUITE BATH - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - BRONZE - - APPROXIMATELY 5 FOOT x 3 FOOT CERAMIC SHOWER - BRONZE	\$ 745.00
32278		Note: - Optional 4 Piece Ensuite Bathroom Walk-In Shower as per Sketch dated April 24, 2021	Each
*24 624	1	- KITCHEN - KITCHEN FAUCET - DELTA ESSA 9113 - BL - DST MATTE BLACK SINGLE HANDLE PULL-DOWN	*\$ 475.00
32279		Note: - Kitchen Faucet	Each
25 662	1	- POWDER ROOM - BATHROOM SINK - AMERICAN STANDARD BOULEVARD PEDESTAL SINK 0641	\$ 456.00
32280		Note: - Powder Room as per Sketch dated April 24, 2021	Each
26 32583	1	- KITCHEN - DELETE ITEM # 10 - (RE: QUARTZ LEVEL 1 COUNTERTOP W/ BBAR IN OPTIONAL KITCHEN #2)	-\$6,468.00
		Note:	Each



**NON STANDARD EXTRAS (680)**

**Place St. Thomas - Phase 6**

PURCHASERS: Rebecca Boulerice and Philippe Boulerice

Printed: 19-Apr-21 5:10 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
A05	6	130 THE LEWIS	24-Feb-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
27		1 - KITCHEN - COUNTERTOP - QUARTZ LEVEL 3 - KITCHEN OPTION #2 C/W FLUSH BREAKFAST BAR	\$ 8,524.00	Each
32584		Note: - Optional Kitchen #2 as per Sketch dated April 24, 2021 - Quartz Level 3 Countertop including Island with Flush Breakfast Bar		

*peninsula*



*[Handwritten signature]*

Sub Total	\$7,707.82
HST	\$0.00
Total	\$7,707.82

**Payment Summary**

Paid By Amount

Total Payment:

PURCHASER:

*[Signature]*  
Rebecca Boulerice

24-Apr-21  
DATE

VENDOR:

*[Signature]*

PER: Valecraft Homes (2019) Limited

PURCHASER:

*[Signature]*  
Philippe Boulerice

24-Apr-21  
DATE

DATE: April 28, 2021

PREPARED BY: Adam Bowman

LOCKED BY:

PE 1,495-2

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL	
PER:	_____
DATE:	_____



Tel: (613) 748-0432  
Fax: (613) 748-0355

A Division of the S&S Bolton Group  
www.ssbolton.com

Estimate No#: OR5460 Rev.01

Customer Copy

Customer:

Rebecca Boulerice and Philippe Boulerice

Home: 613-797-6868; 613-406-7891  
Email: rebecca.boulerice8@outlook.com;  
philboulerice@live.ca

Builder: VALECRAFT HOMES (2019) LTD.  
Project: [VALECRAFT HOMES (2019) LTD.]  
Lot: Embrun-Place St Thomas Singles  
Closing Date: Ph 6  
February 24, 2022

Salesperson: Jason Thompson (OR)  
Date: 02/16/2021

Location	Qty	Product / Installation Details	Plan Code	Unit Price	Customer Total
Great Room	1.00	(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets (4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan		\$	\$0.00
Master Bedroom	1.00	(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets (4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan		\$	\$0.00
Family Room	1.00	(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets (4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan		\$	\$0.00
N/A	2.00	Vacuum Rough-In Outlet Vacuum Rough-In Outlets		\$	\$0.00

\*\*\* Total price includes all applicable taxes

Customer Subtotal:	\$0.00
HST:	\$0.00
Total:	\$0.00

Customer Signature

April 24, 2021  
Date  
April 24, 2021

www.orbitalti.com

Phone: (613) 748-0432 | Fax: (613) 748-0355 | Email: info@orbitalti.com | Website: www.orbitalti.com

5 4 1 1 Canotek Road, Ottawa, Ontario K1J 9M3

Printed By: Kyle Takman (OR) - Page: 2





Tel: (613) 748-0432  
Fax: (613) 748-0355

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www.ssbolton.com

## Estimate No#: SS4330 Rev.02

Customer Copy

### Customer:

Rebecca Boulerice and Philippe Boulerice

Home: 613-797-6868; 613-406-7891  
Email: rebecca.boulerice8@outlook.com;  
philboulerice@live.ca

Builder:  
Project:  
Lot:  
Closing Date:

VALECRAFT HOMES (2019) LTD.  
[VALECRAFT HOMES (2019) LTD.]  
Embrun-Place St Thomas Singles  
Ph 6  
A05 - Phase 6  
February 24, 2022

Salesperson: Jason Thompson  
Date: 02/16/2021

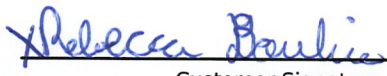
Location	Qty	Product / Installation Details	Plan Code	Unit Price	Customer Total
Kitchen	1.00	<b>Standard Light Outlet (Keyless)</b> Keyless fixture for future pendant lighting	A	\$129.00	\$129.00
Kitchen	1.00	<b>Single Pole Switch</b> Single Pole Switch for Kitchen keyless fixture	A	\$105.00	\$105.00
Family Room	1.00	<b>Single Pole Switch</b> Single Pole Switch for Family Room nook potlights	B	\$105.00	\$105.00
Family Room	1.00	<b>2 * 4" LED slim Pot Light White (AFR4C-0930-WH)</b> 2 * 4" LED slim Pot Light White (AFR4C-0930-WH)	B	\$475.00	\$475.00
Kitchen & Master Bedroom	2.00	<b>15 Amp USB Charger Receptacle</b> USB Charger Receptacle in kitchen and master bedroom (standard items)	I	\$	\$0.00


\*\*\* Total price includes all applicable taxes

Customer Subtotal:	<b>\$814.00</b>
HST:	<b>\$105.82</b>
<b>Total:</b>	<b>\$919.82</b>

### Notes:

"Purchaser has acknowledged that they have discussed any kitchen layout modifications with their electrical representative. If modifications are made after signing off on electrical, this will incur additional charges."

  
\_\_\_\_\_  
Customer Signature

  
\_\_\_\_\_

\_\_\_\_\_  
April 24, 2021  
Date

\_\_\_\_\_  
April 24, 2021



MODEL 130

(427 sq.ft. finished basement)

Purchaser: Rebecca Boulrice

Lot: A-05

**Purchaser:** Philippe Boulterice

Date: February 16, 2021

[illegible]

GROUND FLOOR

## SECOND FLOOR

CUSTOMER ACCEPTANCE X Helman Barber DATE April 24, 2021

DATE April 24, 2021

Vertical and/or horizontal bulkheads (chaseways) may be required to contain mechanical piping. Bulkhead shown in All dimensions are approximate. E. & O.E. plans, materials and specifications are subject to change without notice.

\*Note: Number of steps varies due to site grading.

01/01/2021



**SCHEDULE B**

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

**PART I Stipulated Amounts/Adjustments**

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

1. Preparation of transfer fee by Builder's solicitor as stated in Clause #22 of the Agreement of Purchase & Sale. \$275.00 + HST= \$310.75

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

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

1. Land Transfer Tax based on final purchase price less HST as stated in Clause #17 of the Agreement of Purchase & Sale.
2. Property Taxes as per final statement of adjustments as stated in Clause #7 of the Agreement of Purchase & Sale.
3. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule "G" Clause # 8 of the Agreement of Purchase & Sale.
4. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #7 of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 12 as a guide.
5. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated April 24, 2021.
6. Any increase in existing or newly imposed levies, development charges, education development any impost or other charges imposed by an approving authority or public utility corporation as stated in Clause # 33 of the Agreement of Purchase & Sale.

Signed at Embrun, ON, this 24 day of April, 2021.

  
Purchaser

Valecraft Homes Limited

  
Purchaser

Per: \_\_\_\_\_

April 28, 2021  
Date: \_\_\_\_\_

Lot #: A05 - Phase 6

Project: **Place St Thomas 6**

**SCHEDULE B**

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

**PART I Stipulated Amounts/Adjustments**

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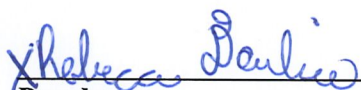
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Signed at Embrun, ON, this 24 day of April, 2021.

  
Purchaser

Valecraft Homes Limited

  
Purchaser

Per: \_\_\_\_\_

April 28, 2021  
Date: \_\_\_\_\_

Lot #: A05 - Phase 6

Project: **Place St Thomas 6**



## ***Valecraft Homes Décor Disclaimers***

**Lot#: A05 Model:130 THE LEWIS in Place St. Thomas - Valecraft Homes (2019) Limited**

**PURCHASERS:** Rebecca Boulerice and Philippe Boulerice

**TEL:**

*Through years of doing business, we at Valecraft Homes have encountered issues beyond our control. The following disclaimers apply to all instances of Schedule B1A and 680 forms and all Colour Chart forms.*

### **HOUSE EXTERIORS**

The Vendor has the right to exercise full architectural control over exterior finishes and as such, the Vendor shall have final approval of all colour selections. This includes but is not limited to additional brick to external side yard walls to enhance the streetscape and/or to comply to municipal agreements.

Variations in subcontractors across different sites and varying site conditions may result in house exteriors that differ from the artist renderings. The Builder cannot be responsible for results which differ from the artists renderings of elevations.

### **ADDITIONAL WINDOWS**

Additional windows to side elevations are subject to limiting distance as per Current Ontario Building Code and Municipal Zoning.

### **MULTI-MEDIA**

The Purchaser understands that all Multi Media locations are approximate and vary from chosen locations.

### **IN-WALL CONDUIT FOR AUDIO/VIDEO CABLES**

The Purchaser acknowledges and accepts that due to the variation in framing requirements in different parts of the Purchaser's home, conduit lengths and routing can vary. In virtually all instances of ground floor installation (i.e. above a fireplace), conduit will first travel down into the basement below the floor joists, over to the termination point and back up into the main floor. As a result, it is best to measure the length of the conduit after occupancy with a "pull wire" before purchasing The Purchaser's cables. For above fireplace installations, the conduit wall plate will be installed approximately 10" above the Fireplace Mantle, unless otherwise specified in the Client Upgrades.

### **PLANS**

Plans are subject to change without notice. Actual usable floor space may vary from the stated floor area. Layout for the services, kitchen, furnace, HWT and laundry tub may vary from plan. Vertical and horizontal bulkhead, which are not shown on plan, may be required for plumbing and heating runs. E.& O.E.

For townhomes, Purchasers Agree to sign an exterior block plan layout when available. Purchaser(s) acknowledge that rooflines may be altered at this time from the brochure due to block assembly.

### **INVENTORY AND MODEL HOMES:**

Purchaser(s) Acknowledge And Accept That All Interior Colours And Wiring Have Been Selected And Installed By The Vendor And Will Remain As Installed. (Ie: Cabinetry, Flooring And Paint Colours But Not Limited To.)

### **SELECTIONS AND APPOINTMENTS:**

All colour and material selections are to be made from Vendor's standard samples unless otherwise paid for as an upgrade.

In the event the work on the house has progressed beyond the point where the items covered by these invoices cannot be installed without entailing any unusual expense, then this order is to be cancelled and any deposit paid in connection with the same is to be refunded to the Purchaser.

The vendor will undertake to incorporate the work covered by the sales extra in the construction of the house but will not be liable to the Purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with the same shall be returned to the Purchaser.





## ***Valecraft Homes Décor Disclaimers***

**Lot#: A05 Model:130 THE LEWIS in Place St. Thomas - Valecraft Homes (2019) Limited**

**PURCHASERS:** Rebecca Boulерice and Philippe Boulерice

**TEL:**

It is understood and agreed that if for any reason whatsoever the transaction of Purchase and Sale is not completed, the total cost of extras ordered are not refundable to the Purchaser(s). Extras or changes will not be processed unless signed by the Vendor. These extras may not be amended without the written consent of Valecraft Homes.

The Purchaser(s) acknowledge and accept that failure to finalize the structural or colour selections by their cut-off date may result in a delay in construction and the builder has the right to extend the closing date. Due to failure to complete the above-mentioned selections and at no fault of us, the builder reserves the right to hold The Purchaser responsible for a delayed closing, including charging extra administration cost and interest on the balance due on closing.

### **ADMINISTRATION FEES**

Purchaser(s) Acknowledge That An Administration Fee Will Be Charged For All Change Orders Received Later Than 14 Days After Firm Up. No estimates or orders will be accepted once construction has commenced.

Should a refund be requested on any extras purchased, an 80% reimbursement of the purchase price will be given. (a \$50.00 minimum charge and a maximum \$250.00 charge will apply)

Prices and specifications which do not form part of this Agreement are subject to change without notice at the sole discretion of the vendor. Should a change in price occur, Valecraft Homes reserves the right to request from the Purchaser an adjustment of the price or a refund limited to that item.

The Purchaser acknowledges and accepts that ANY changes made to upgrades after signing the 680's are subject to a minimum administration fee of \$150. PLUS a 10% holdback fee.

Purchasers are aware that any request to add a percentage of upgrades from the 680's will be processed only after the builder receives approval letter from the bank.

### **GENERAL:**

The Purchaser understands that all decorator items: furnishings, appliances, draperies, painted colour walls, floors, wallpaper, panelling, alarm system, central air conditioning and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price. Service location of hot water tanks and furnaces, basement wall height, specifications and material finishes may vary from model homes/plans.

The number of steps required at entrances into the home and the garage entrance may vary from the model home/plans depending on individual lot grading requirements. Due to these steps, exterior railings may be required. Purchaser(s) acknowledge the requirement to install an approximate 3' x 3' landing with stairs at the garage entrance to the house as a result of the 2006 Building Code Requirement OBC 9.8.6.2. if 3 or more risers are required as a result of grading.

Basement window wells may or may not be required depending upon individual lot grading requirements.

Zoning bylaws specify maximum driveway widths which are based upon frontages. A tapering of The Purchaser's driveway may be required depending upon the frontage and specifically if the frontage is less than average as in the case of a pie-shaped lot.

The grading and drainage of The Purchaser's lot has been designed and engineered to ensure that surface water is directed away from The Purchaser's home and into swales. These swales run at the side and rear of The Purchaser's property lines. Swales generally have more aggressive slopes relative to the general lot and will always occupy a portion of the useable space of The Purchaser's lot to serve their function properly.

Purchaser(s) acknowledge that kitchen and bathroom ceramic wall border and or decorator insert tiles selected by the Purchaser(s) are installed at the discretion of the installation contractor unless specified otherwise by the Purchaser(s).

### **STAIRCASE VS FLOORING**

#### **WOOD SPECIES DIFFERENCE**

The Purchaser acknowledges and accepts that the wood species of the staircase and flooring chosen do not match. This difference might result in an undesirable colour variance. The Purchaser acknowledges and accepts that though the flooring is of the same species as the staircase the difference in product finishing may result in a stain colour variance. The Purchaser agrees that the vendor is to be exempt from any and all claims by the Purchaser regarding this colour variance.





## ***Valecraft Homes Décor Disclaimers***

**Lot#: A05 Model:130 THE LEWIS in Place St. Thomas - Valecraft Homes (2019) Limited**

**PURCHASERS:** Rebecca Boulерice and Philippe Boulерice

**TEL:**

### **RAILINGS**

All railings, spindles, posts, nosing's and stairs come from solid wood and veneered wood materials sourced from multiple locations and suppliers. As such there will be variations in grains and shades between the various natural components beyond our control. Due to this variance in material, all components will stain with colour or natural finish differently. Iron spindles are wrought in nature and depending on the manufacturing process will have differences from spindle to spindle which is normal. Also the finish of the iron spindles is of a powder coated nature. This process can produce minor colour variations or tones. Furthermore, the assembly of the metal spindles can develop a natural rattle over time from vibration in the railing. Minor rattling is normal and is a part of the wrought iron spindle assembly.

### **FIREPLACE MANTLE**

Due To Extremely High Heat Temperatures Exiting The Top Vent Of The Fireplace And The Potential For Damages To Heat Sensitive Electronics And/Or Wall Décor Installed Above The Fireplace, The Purchaser(s) Acknowledge(s) That The Builder Recommends Installing A Fireplace Fan Kit As well As Maintaining The Mantle Installed Above The Fireplace.

### **STAIN COLOURS**

Due to the many variables that can affect the outcome of a stain colour on wood, staircases, railings, and fireplace mantles, the colour may not be identical to samples. Factors such as density, age, humidity, air temperature, and the uniqueness of each piece of wood can result in wide variations in darkness or lightness. The builder will make every attempt to come as close to the sample as possible, but cannot be responsible for results which differ from the samples.

Stain on pre-finished hardwood floors will not be an exact match to the stain colours available on stairs, spindles and rails. The Purchaser is to choose from the builder's stain samples for these areas to their satisfaction.

### **APPLIANCE SPECIFICATIONS**

All appliance openings are set to the builder's standard openings. Please advise the Sales Representative at time of the structural appointment if custom sizing of cabinets is required for any built - in appliances. The Purchaser is responsible for costs and fees associated with changes to pre-manufactured kitchens made subsequent to colour appointments.

The Purchaser acknowledges and accepts that in order to accommodate upgraded appliances, all appliance specifications should be provided at the time of their structural appointment. Should this not occur they must be provided to the Décor Center within one (1) week of completion of structural chart. Failure to do so, may result in the need to revert to the standard appliance openings or in a delay in construction of The Purchaser's dwelling, as a cost of \$150 to re-open The Purchaser's structural file should changes be required. As a result, the builder may be forced to extend the closing of The Purchaser's transaction. Due to failure to complete the above-mentioned selections and at no fault of our own, the builder reserves the right to hold The Purchaser responsible for this delayed closing, including charging extra administration cost and interest on the balance due on closing.

Purchaser(s) acknowledge that High Efficiency Washing machines have the potential to create vibrations due to the tub spinning at very high speeds.

Purchasers Accept Standard Appliance Openings (unless otherwise specified):

Fridge - 33"W x 70.75" High Approx.

Range - 30-1/2"D x 31-1/2"W Approx.

Dishwasher - 24" W Approx.

### **GRANITE, MARBLE ENGINEERED SURFACES WAIVER**

Due to the natural composition of such materials as Granite and Marble, inherent variations in texture, colour and consistency are to be expected and considered normal. As such, the client is given an opportunity to view the slab prior to installation (W4) and the Purchaser agrees not to hold the Vendor liable for such variations. All countertop surfaces which may have seams, the product pattern & shades can change in these areas.

### **CERAMIC BACKSPLASHES:**

The Purchaser(s) Acknowledge & Accept That The Vendor Does Not Recommend The Deletion Of The Ceramic Kitchen Backsplash & That The Vendor Will Not Be Liable For Any Damage To The Drywall, Paint, Cabinets Or Countertops Resulting From The Deletion Of The Backsplash.

### **FILE COMPLETION:**

Purchaser has attended a Colour appointment at the Decor Centre & has DECLINED any additional upgrades and accepts and acknowledges that there will be no further structural changes/additions/deletions to be made upon signing.

### **RESELECTIONS**

It is not uncommon for flooring, such as tile, to become discontinued prior to its installation. Therefore, it may be necessary to make a reselection of certain materials sometime during the building process. The builder cannot assure The Purchaser that another choice approximating The Purchaser's selection will be available.





## ***Valecraft Homes Décor Disclaimers***

Lot#: A05 Model:130 THE LEWIS in Place St. Thomas - Valecraft Homes (2019) Limited

PURCHASERS: Rebecca Boulerice and Philippe Boulerice

TEL:

### **GENERAL:**

The vendor may substitute materials of equal or greater value without consent.

The Purchaser understands that all decorator items: furnishings, appliances, draperies, painted colour walls, floors, wallpaper, panelling, alarm system, central air conditioning and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price. Service location of hot water tanks and furnaces, basement wall height, specifications and material finishes may vary from model homes/plans.

The Purchaser understands that due to normal manufacturing production, materials which are installed in the home may vary slightly in colour from the vendor's samples and/or model homes.



The wood used in the finishing products of The Purchaser's home such as wood flooring, cabinetry and railings exhibit natural variations in colour tone, graining pattern and consistency. As no two pieces of wood are identical, these natural variations will create colour variations upon staining thereby making it virtually impossible to achieve true colour consistency.

Any hardwood flooring installed in the Real Property is made of kiln-dried natural material which is subject to natural shrinkage (typically in winter when humidity levels tend to be low) and expansion (typically in summer when humidity levels tend to be high) for which the Purchaser(s) agrees is not the responsibility of the Vendor and agrees that the Vendor shall not be liable in respect of such issues. The Purchaser(s) also acknowledges being advised by the Vendor that ceramic tile rather than hardwood flooring is recommended at entry points to the home due to the possibility of water exposure. The Purchaser(s) is advised that the Ontario Building Code recommends against the installation of wood flooring in kitchens, bathrooms, entrance halls, laundry, and general storage areas (the "Designated Areas"). Wood flooring is water permeable and over time such flooring and sub-flooring beneath it could deteriorate if moisture persists. Should the Purchaser(s) selections for materials for the dwelling include wood flooring in the designated areas, the Purchaser(s) assumes the risks described herein voluntarily.

Purchaser(s) acknowledge that kitchen and bathroom ceramic wall border and or decorator insert tiles selected by the Purchaser(s) are installed at the discretion of the installation contractor unless specified otherwise by the Purchaser(s).

I hereby acknowledge reading and understanding the above copy and will not hold Valecraft Homes responsible for any issues in relation to above.

Purchaser's Signatures

X   
X 

Date Apr 24, 2021

Date Apr 24, 2021