SUMMARY OF PRICING INVESTMENT

DATE:

PROJECT: CARDINAL TRAIL 5

LOT NO: F30

Reg'd Plan #: 4M-1217

MODEL:

Name(s): Portobello Partnership

Name(s):

BASE PRICE DWELLING:	$405,000.00
LOT PREMIUM:	
END LOT PREMIUM:	
NET TOTAL COST OF UPGRADES:	
CREDITS:	
SUBTOTAL:	
TOTAL:	**$405,000.00**
No Tax or Rebate	$382,480.14
TOTAL INCLUDING ALL APPLICABLE HST (No Rebate):	**$432,202.56**
PURCHASER OFFER:	**$405,000.00**
DIFFERENCE:	**-$27,202.56**

PURCHASER OFFER HST BREAKDOWN

OFFER PRICE EXCLUDING HST:	$358,407.08
OFFER TOTAL INCLUDING ALL APPLICABLE HST:	$405,000.00

COMMENTS:

*EXPECTED DATE OF CLOSING:

1455 YOUVILLE DRIVE, #210, ORLEANS, ONT. K1C 6Z7 - TEL: (613) 837-1104 / FAX: (613) 837-5901

PURCHASERS ADDRESS:	
PURCHASERS NAME(S)	Portobello Partnership
STREET	210-1455 Youville Drive
CITY, PROVINCE	Orleans, Ontario
POSTAL CODE	K1C 6Z7
HOME PHONE	
WORK PHONE	613-837-1104
CELL PHONE (1)	
CELL PHONE (2)	
BUILDER'S REF # DWELLING	F30
CIVIC	1157 Brasseur Crescent
PLAN	4M-1217
HCRA Licence Number	611
Part Of Lot #	
MODEL #	1157 Brasseur
MODEL NAME	
DWELLING (MODEL# & name & std/rev)	
PROJECT	CARDINAL TRAIL 5
SCHEDULES	O, M-2
PURCHASER OFFER	$405,000.00
CLOSING DAY	29
CLOSING MONTH, YEAR	August, 2023
CLOSING DATE (MONTH DAY, YEAR)	August 29, 2023
DEPOSIT 1)	
DEPOSIT 2)	
DEPOSIT 3)	
SALES REPRESENTATIVE	Lisa Ballard
SOLICITORS INFO	
SOLICITOR NAME	Lawrence Silber, Kelly Santini LLP
STREET	2401-160 Elgin St.,
CITY, PROVINCE	Ottawa, Ontario
POSTAL CODE	K2P 2P7
PHONE	613-238-6321
SCHEDULE T	
PURCHASER 1	Portobello Partnership
HOME ADDRESS (STREET, CITY, POSTAL CODE)	
HOME PHONE	
WORK ADDRESS (STREET, CITY, POSTAL CODE)	210-1455 Youville Drive, Orleans, ON K1C 6Z7
WORK PHONE	613-837-1104
OCCUPATION	
ID TYPE	Driver's License
ID NUMBER	R4745-39203-61226
BIRTH DATE	December 26th, 1936
PURCHASER 2	
HOME ADDRESS (STREET, CITY, POSTAL CODE)	
HOME PHONE	
WORK ADDRESS (STREET, CITY, POSTAL CODE)	
WORK PHONE	
OCCUPATION	
ID TYPE	
ID NUMBER	
BIRTH DATE	
PLACE SIGNED	Ottawa, On
SIGNING DAY	1
SIGNING MONTH	August
SIGNING YEAR	2023
SIGNING DATE (MONTH DAY, YEAR)	August 1, 2023
EMAIL ADDRESS (1)	jgr@valecraft.com
EMAIL ADDRESS (2)	

DATE: September 16, 2020

Canada Revenue Agency | Agence du revenu du Canada

Protected B
when completed

GST/HST New Housing Rebate Application for Houses Purchased from a Builder

Use this form to claim your rebate if you bought a new house (including a residential condominium unit or a duplex) or a share of the capital stock of a co-operative housing corporation (co-op). **Do not use** this form if you built your house or hired someone to build it or purchased it as a rental property. Instead, use Form GST191, *GST/HST New Housing Rebate Application for Owner-Built Houses*, or Form GST524, *GST/HST New Residential Rental Property Rebate Application.*

Note
GST/HST registered builders claiming a Type 1A or 1B rebate can choose to file their application online along with their GST/HST return using GST/HST NETFILE at **canada.ca/gst-hst-netfile** or by using the "File a return" online service in My Business Account at **canada.ca/my-cra-business-account**. The rebate can also be filed online on its own using the "File a rebate" online service in My Business Account. Representatives can access these online services in Represent a Client at **canada.ca/taxes-representatives**.
If you choose to file your application online, **do not send** us this form.

For more information, including instructions, required documentation for rebate application Types 2, 3, and 5, and the definition of a house, see "General information" on page 4 of this form. Your claim may be delayed or denied if this form is not completed in full, the rebate calculation is not correct, or the required documentation is not submitted with your application.

Section A – Claimant information

Claimant's legal name (**one name only**, even if the house is purchased by several individuals) Last name, first name, and initial(s)	Business number (if applicable)
Portobello Partnership	**8 6 7 2 7 1 2 0 7 R T 0 0 0 1**

If more than one individual purchased the house, list all of the other purchaser(s). Attach a separate sheet if you need more space.

Last name, first name, and initial(s) of other purchaser	Last name, first name, and initial(s) of other purchaser

Address of the house you purchased (Unit No. – Street No. Street name, RR)
1157 Brasseur Crescent

City	Province or territory	Postal code
Ottawa	**Ontario**	**K 4 A 5 A 2**

Home telephone number	Daytime telephone number	Extension	Language preference
	613-837-1104		☑ English ☐ French

Mailing address of claimant ☐ As above or
Unit No – Street No Street name, PO Box, RR
1455 Youville Drive, Suite 210

City	Province/Territory/State	Postal/ZIP code	Country
Orleans	**Ontario**	**K1C 6Z7**	**Canada**

Section B – House information

Did you purchase the house for use as your, or your relation's, primary place of residence? ☐ Yes ☑ No

If you purchased this house as a rental property, you do **not** qualify for this rebate. You may qualify for the New Residential Rental Property Rebate instead. To apply for that rebate, you (not the builder) may use Form GST524, *GST/HST New Residential Rental Property Rebate Application.*

Date purchase agreement was signed by both you and the builder (if the agreement was signed on different dates, use the later date): Year Month Day

Date ownership of the house or the share in the co-op was transferred to you: Year Month Day

Date possession of the house was transferred to you: Year Month Day

Legal description of property – Lot, plan, concession, range, parcel, section, etc. You will find the description on your deed, or another land transfer document available from your provincial land registry office. Where applicable, use the strata lot for the lot number.

Lot No:	Plan No:	Other:
F30	**4M-1217**	**City of Ottawa**

If a mobile home, state:

Manufacturer:	Model:	Serial number:

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IC NC

(Ce formulaire est disponible en français.)

Canada

Section C – Housing and application Type

Type of housing (tick one box)

☑ House (including condominium unit) ☐ Mobile home (including modular home) ☐ Floating home ☐ Bed and breakfast ☐ Duplex

Application Type (tick one box). See Guide RC4028, *GST/HST New Housing Rebate*, to verify that you meet the conditions to claim the rebate. In all cases the builder or co-op must complete Section D.

Rebate applications filed by the builder – Where the builder pays the amount of the rebate directly to you or credits it against the total amount payable for a new house (including a mobile home or a floating home). Give the completed application to your builder.

1A ☐ When you buy both the house and land from the same builder or you buy a mobile home. (Do not tick Type 1A if you bought a mobile home and you lease land that is not a site in a residential trailer park from the vendor of the home. Tick Type 1B in this case.) Complete Part I of Section F to calculate the rebate.

1B ☐ When you buy a house and lease the land from the same builder. (Do not tick Type 1B if you bought a mobile home from a vendor that also leases to you a site in a residential trailer park. Tick Type 1A in this case.) The lease must provide you with an option to buy the land, or must be for a term of at least 20 years. Complete Part II of Section F to calculate the rebate.

Rebate applications you file directly with us – Where we pay the rebate directly to you for a new house (including a mobile home or a floating home).

2 ☐ When you buy both the house and land from the same builder or you buy a mobile home. (Do not tick Type 2 if you bought a mobile home and you lease land that is not a site in a residential trailer park from the vendor of the home. Tick Type 5 in this case.) Complete Part I of Section F to calculate the rebate. Attach a copy of your Statement of Adjustments.

3 ☐ When you buy a share of the capital stock of a co-op. Complete Part III of Section F to calculate the rebate. Attach a copy of your Statement of Adjustments.

5 ☐ When you buy a house and lease the land from the same builder. (Do not tick Type 5 if you bought a mobile home from a vendor that also leases to you a site in a residential trailer park. Tick Type 2 in this case.) The lease must provide you with an option to buy the land, or must be for a term of at least 20 years. Complete Part II of Section F to calculate the rebate. Attach a copy of your Statement of Adjustments (or invoice in the case of a mobile home).

Section D – Builder or co-op information

Builder's or co-op's legal name	Business number (if applicable)
Valecraft Homes Limted	8 8 8 8 7 6 2 7 3 RT 0 0 0 1

Address (Unit No. – Street No. Street name, PO Box, RR)	City
210-1455 Youville Dr.	**Orleans**

Province/Territory/State	Postal/ZIP code	Country	Telephone number	Extension
Ontario	**K1C 6Z7**	**Canada**	**613-837-1104**	

Did the builder either pay the amount of the rebate directly to the purchaser or credit it against the total amount payable for the house? ☐ Yes ☐ No

If **yes**, the builder has to send this completed form, including any applicable provincial rebate schedule, to us. For more information and instructions, see page 4.

For Type 1A or 1B, enter the reporting period covered by the GST/HST return in which a deduction is taken by the builder. The builder must take the deduction in the reporting period during which the amount of the rebate is paid or credited to the purchaser.

From Year Month Day to Year Month Day

Signature of builder or authorized official	Name (print)	Year Month Day

Section E – Claimant's Certification

I certify that the information given in this application, including any accompanying provincial rebate schedule and all supporting documents, is, to the best of my knowledge, true, correct, and complete in every respect. I have not previously claimed the "Total rebate amount," or any part of that amount, and I am eligible to claim this total rebate amount. I am not filing a second time for additional work or extras done on the house. **I also certify that the house is my, or one of my relation's, primary residence and is not intended as a rental property.**

Signature of the claimant	Name (print)	Year Month Day
	Portobello Partnership	2 0 2 3 0 8 0 1

Section F – Rebate calculation (complete only one of Parts I, II, or III, whichever applies)

You are **not** entitled to claim a GST/HST new housing rebate for some of the GST or federal part of the HST and you **do not complete** Section F if any of the following apply to you:

- your application type is 1A or 2 and the purchase price of the house is $450,000 or more;
- your application type is 1B or 5 and the fair market value of the house (building and land) when possession was transferred to you was $517,500 or more (in some cases a lower value may apply to restrict the rebate); or
- your application type is 3 and the total amount paid for the share in the co-op is $517,500 or more (in some cases a lower value may apply to restrict the rebate).

If the above situations **do not apply** and you meet all of the other GST/HST new housing rebate conditions, you may be entitled to claim a GST/HST new housing rebate. Complete Section F. You will need to complete Form RC7190-WS, *GST190 Calculation Worksheet*, to calculate the amounts you have to enter in Section F.

Note

If you paid the HST on your purchase of a house located in a province that offers a provincial new housing rebate, you may be entitled to claim a rebate for some of the provincial part of the HST you paid on the purchase. A provincial new housing rebate may be available even if a GST/HST new housing rebate is not. For more information, see the appropriate provincial rebate schedule.

Part I – Rebate calculation for Application Type 1A or 2

GST paid or the federal part of the HST paid on the purchase of the house (enter the amount from line 1 of Form RC7190-WS). (If the purchase and sale agreement for the house was assigned to you and you paid the GST or the federal part of the HST on assignment, also include that tax paid on line A.)		A
Enter the purchase price of the house (**do not include** GST or HST). (If the purchase and sale agreement for the house was assigned to you and you paid the GST or the federal part of the HST on the assignment, also include the purchase price for the assignment on line B.)		B
GST/HST new housing rebate amount (enter the amount from line 4 of Form RC7190-WS).		C
Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line C of that schedule.		D
Total rebate amount including any provincial rebate (line C plus line D).		E

Part II – Rebate calculation for Application Type 1B or 5

Total purchase price for the house (**do not include** amounts for the lease of the land or the option to purchase the land).		F
Fair market value of the house (including the land and the building) when possession was transferred to you.		G
GST/HST new housing rebate amount (enter the amount from line 8 of Form RC7190-WS).		H
Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line F of that schedule.		I
Total rebate amount including any provincial rebate (line H plus line I).		J

Part III – Rebate calculation for Application Type 3

Total purchase price for the share of the capital stock in the co-op. (If you purchased any other interest in the corporation, complex, or unit, also include the purchase price for that interest on line K.)		K
GST/HST new housing rebate amount (enter the amount from line 11 of Form RC7190-WS).		L
Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line H of that schedule.		M
Total rebate amount including any provincial rebate (line L plus line M).		N

Section G – Direct deposit request (complete only if you are filing a Type 2, 3, or 5 rebate application)

To have your refund deposited directly into your bank account, complete the information area below **or** attach a blank cheque with the information encoded on it and "VOID" written across the front.

Branch number | Institution number | Account number

Name of the account holder

Personal information is collected under the *Excise Tax Act* to administer tax, rebates, and elections. It may also be used for any purpose related to the administration or enforcement of the Act such as audit, compliance and the payment of debts owed to the Crown. It may be shared or verified with other federal, provincial/territorial government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties or other actions. Under the *Privacy Act*, individuals have the right to access their personal information and request correction if there are errors or omissions. Refer to Info Source at **canada.ca/cra-info-source**, Personal Information Bank CRA PPU 241.

General information

Who should complete this form?

Use this form to claim your new housing rebate if you bought a new house (including a residential condominium unit or a duplex) or a share of the capital stock of a co-operative housing corporation (co-op). The house must be the primary place of residence for you or a relation. If more than one individual owns the house or share, only one individual can claim the rebate. Partnerships (even if all the partners are individuals) and corporations that buy new houses are not entitled to claim this rebate. An individual cannot claim this rebate if a partnership or a corporation is also an owner of the house.

Do not use this form if you built or substantially renovated your house or hired someone to do so. Instead, use Form GST191, *GST/HST New Housing Rebate Application for Owner-Built Houses.*

If you purchased this house as a rental property, use *Form GST524, GST/HST New Residential Rental Property Rebate Application.*

For more information on the conditions that apply for each rebate type, see Guide RC4028, *GST/HST New Housing Rebate.*

If the application is signed by someone other than the claimant, you must attach a properly executed power of attorney to this form.

If your house is located in a province that offers a provincial new housing rebate for some of the provincial part of the HST and you qualify for that rebate, you also need to complete the appropriate provincial rebate schedule to claim the provincial new housing rebate.

Note

If you previously purchased a new house and received a new housing rebate you were assigned a business number for tracking purposes (nine digits followed by RT0001). Use the same number for this application.

Documentation required

If your application type is 2, 3, or 5 in Section C, you must send us this form along with the following documents:

- a copy of the statement of adjustments; and
- for a mobile home, a copy of the invoice.

Note

You are not required to submit proof of occupancy with your application. However, you may be asked to provide proof of occupancy later.

Do not send us the agreements for the purchase of your house. Keep them for six years in case we ask to see them.

Note

If you choose not to file your application online when claiming a Type 1A or 1B rebate, you must send us a copy of this form. Do not send supporting documents with this form when claiming either of these rebates, but keep them in case we ask to see them later.

When should I file my claim?

Generally, you have two years from the date ownership of the house is transferred to you to claim the rebate.

Where do I send this form?

For an individual claiming this rebate, use the chart below to identify the correct tax centre to send your completed form and any applicable provincial rebate schedule.

If you are a builder and choose **not** to file your application online, use the following chart to find out to which tax centre to send your completed form.

If you are:	Send your form to:
• an **individual**, and the property is located in one of the areas indicated below; OR • a **builder** located in one of the areas indicated below, and you have filed your GST/HST return online. **Areas:** Sudbury/Nickel Belt, Toronto Centre, Toronto East, Toronto West, Toronto North, or Barrie.	Sudbury Tax Centre 1050 Notre Dame Avenue Sudbury ON P3A 5C1
• an **individual**, and the property is located anywhere in Canada, other than the areas mentioned above; OR • a **builder** located anywhere in Canada, other than the areas mentioned above, and you have filed your GST/HST return online.	Prince Edward Island Tax Centre 275 Pope Road Summerside PE C1N 6A2
• a **builder** who is eligible to file a paper GST/HST return. (In addition to your completed form and any applicable provincial rebate schedule, you have to send your return in which you claimed a deduction.)	The tax centre indicated on your return.

Note

If you are a builder and choose to file your application online, do **not** send us this form.

Definition

House – for this rebate, includes a single family home, a residential condominium unit, a duplex, a mobile home, and a floating home. It also includes a bed and breakfast if more than 50% of the house is your primary place of residence. Otherwise, only the part that is your primary place of residence is a house for purposes of this rebate.

What if you need help?

For more information, see Guide RC4028, *GST/HST New Housing Rebate*, go to **canada.ca/gst-hst**, or call **1-800-959-5525**.

Forms and publications

To get our forms and publications, go to **canada.ca/gst-hst-pub**.

AGREEMENT OF PURCHASE AND SALE

1. **THE UNDERSIGNED** **Portobello Partnership**
(hereinafter called the "Purchaser") hereby agrees with **VALECRAFT HOMES LIMITED**, (hereinafter called the "Vendor") to purchase the lands and premises known as **BUILDER'S LOT/ UNIT: F30 , being part(s)** _____
of Reference Plan **4R-** , as shown on the plan forming Schedule "D-1" to this Agreement together with an undivided and unseverable 1/45th interest in the common elements condominium located on Parts _____ and ____ on the plan forming Schedule "D-1" to this Agreeement.

Subdivision: **CARDINAL TRAIL 5** **Municipal Address:** **1157 Brasseur Crescent** **, City of Ottawa**

(herein reffered to as the "Lands") together with a dwelling **Model:** _____

to be erected thereon- the lands and dwelling sometimes being collectively referred to herein as the "Real Property" at the price of **$405,000.00** Dollars including net H.S.T. (Subject to Schedule "G") payable as follows:

(a) By deposit received by the Vendor with the offer: _____

(b) By further deposit upon firm-up: _____

(c) By further deposit(s) Post dated: 30 days post firm-up: _____

Total Deposit(s): _____
(Any NSF cheques for Deposits are subject to an NSF fee of $25.00)

(d) The balance of the purchase price being approximately **$405,000.00** shall be payable by cash or certified cheque on the **29** day of **August, 2023**
which, subject to Section 13 herein shall be the Closing/ Occupancy Date.

(e) Pre-move inspection will be **5** to **10** business days prior to the Closing/ Occupancy Date.

2. The Vendor will erect before closing on the real property a dwelling of type _____ in accordance with the plans and specifications filed with the City of Ottawa and amendments thereto. The specifications for the dwelling are set out in Schedule "B" annexed hereto except where they vary from the requirements of the City of Ottawa.

3. It is agreed that acceptance of construction, siting of dwelling, grading and amendments to plans by the City of Ottawa shall constitute acceptance by the Purchaser. The Vendor shall have the right to make minor deviations from plans and specifications and to substitute other material for that provided for in the plans and specifications provided that such material is of quality equal to or better than the material in the specifications. Exterior illustrations are artist concept only and may not be exactly as shown. Actual useable floor space may vary from the stated floor area. All dimensions are approximate.

4. The Vendor warrants the dwelling erected by it on the real property as per Tarion Warranty Corporation (Ontario New Home Warranty Program) from the Closing/ Occupancy Date, exclusive of normal wear and tear and minor faults such as hair-line cracks in concrete or plaster or health of existing trees on the property (the Vendor will not remove, replace or treat any existing trees subsequent to the closing of the within transaction). The Vendor warrants it is a member of the Tarion Warranty Corporation. This warranty is extended to this home under the terms and conditions of the program. The Vendor further warrants and agrees that prior to the completion of the Pre-Delivery Inspection of the dwelling by the Purchaser, the Vendor shall provide to the Purchaser a Tarion Warranty Corporation Homeowner Information Package.

5. The Purchaser acknowledges that the part of the Unit forming an interest in the street and visitor parking spaces known as Parts _____&_____of 4R-_____will be subject to a Declaration, Description and By-laws which will be registered by the Vendor in the Land Titles Office for the Land Titles Division of Ottawa (No.4). The Purchaser acknowledges having received, prior to executing this Agreement, copies of the Disclosure Package containing, amoungst other items, the draft Declaration, the draft Amendment to the Declaration, By-Laws, Management Agreement, Joint Use Agreement and the proposed Rules required pursuant to Section 72 of the Condominium Act, S.O., 1998, Ch. C. 19. The Purchaser shall have the right to terminate this Agreement for any reason, including dissatisfaction with the terms of this Agreement or any aspect of the Disclosure Package, failure to obtaining financing or lawyer's approval, within ten (10) days of the later of the date that the Purchaser received the Disclosure Statement and the date that the Purchaser received a copy of this Agreement of Purchase and Sale executed by the Vendor and the Purchaser, by delivering a written notice to the effect to the Vendor, Upon receipt of such notice of termination within such ten (10) day period, the Vendor shall forthwith return the Purchaser's deposit without penalty or deduction. The Purchaser further acknowledges that the Property will be subject to a Joint Use Agreement with respect to the sharing of services to the freehold units, such as:

Purchaser Purchaser Vendor

(a) Stormwater Infrastructure, Sewer Infrastructures and Watermains

(b) Noise Attenuation Walls

(c) On-site Fire Hydrants

(d) Sidewalks leading to Lester Road/Meandering Brook Drive

(e) Landscaping around the stormwater ponds and pump station as well as in the vicinity of the Meandering Brook Road entrance, and

(f) Streetlights

(the "Joint Services") and that the cost of such services shall be in addition to the common element condominium fees. The budget for the Joint Services is contained in the disclosure package together with a copy of the draft agreement. Purchasers are required to participate in the Joint Use Agreement. As the Vendor intends to, but is under no obligation to do so, construct a second Common Elements Condominium Corporation including a further 45 townhomes as well as a Standard Condominium including 60 condominium units, a Joint Use Agreement will be registered against the entire project including Part of Lot 10, Concession 4, (RF), being Part 1 on Plan 4R-31065, Block 147 on Plan 4M-1290, Part of Block 144 on Plan 4M-1290, being Part 2 on Plan 4R-31012 and Part of Block 150 on Plan 4M-1290; City of Ottawa, and will provide for the allocation of costs for the joint services among the three components, being the common element condominium , the second common element condominium and the standard condominium.

This Agreement is conditional on the Vendor registering a Declaration and Description subjecting the Project to the Condominium Act. The said Declaration and Description creating the Common Elements Condominium Corporation and the initial by-laws shall be substantially in accordance with the proposed Declaration, Description and initial by-laws delivered to the Purchaser prior to the execution of this Agreement. The Common Elements Condominium Corporation will come into existence on the date of registration of the Declaration and Description. The Purchaser understands and acknowledges that the draft Declaration, by-law, disclosure statement and budget statement and joint use agreement provided by the Vendor are subject to change from time to time in accordance changes that may occur during the course of development approvals, sales and construction. The Purchaser acknowledges and agrees that the Vendor may amend the terms of the documentation to conform with such changes in the building as they occur, provided however, that the Vendor agrees to notify the Purchaser of any material amendments that adversely affect the Purchaser or significantly increase the common expenses relative thereto.

The Purchaser acknowledges that the Common Elements Condominium Corporation will be subject to the zoning restrictions of the Municipality. The Vendor may, from time to time, change, modify or vary in its sole discretion or at the instance of any governmental authority or mortgagee, any part of the Common Elements Condominium Corporation lands to conform with any municipal requirements related to official plan or official plan amendments, zoning bylaws, committee of adjustment and/or land division committee decisions, or municipal site plan approvals. Such changes may be to the plans and specifications existing at inception of the Common Elements Condominium Corporation or as they existed at the time the Purchasers entered into this Agreement, or as illustrated on any sales brochure, marketing drawings, artists' renderings or others. The Purchasers shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice hereof, The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.

The Purchaser further acknowledges that the Vendor intends to, but is under no obligation to do so, construct a second Common Elements Condominium Corporation including a further 45 townhomes that together with the existing project of 45 Townhomes will share the cost of the joint services as well as the common elements condominium fees. The Vendor may determine that they wish to amalgamate/consolidate the 2 Common Elements Condominium Corporations and in such event the Purchaser hereby consents to such amalgamation/consolidation and hereby appoints the Vendor as the Purchaser's attorney-in-fact to take all such steps and execute all such documents as may be necessary or desirable to consent to such amalgamation/consolidation and the Purchaser agrees to obtain from any subsequent purchaser the same obligation to consent to such amalgamation/consolidation and appointment of the Vendor as attorney-in-fact to take all such steps and execute all such documents as may be necessary or desirable to consent to such amalgamation/consolidation.

6. Provided title is good and free from all encumbrances except as aforementioned, and except as to any registered rights-of-way or other registered easements, registered restrictions or covenants that run with the land, provided that such are complied with. The Purchaser is not to call for production of any title deed, abstract or other evidence of title except such as are in the possession of the Vendor. The Purchaser is to be allowed fifteen days after this agreement becomes unconditional or until the closing date, whichever is sooner, to investigate the title at his own expense. If, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objection, be null and void, and the deposit shall be returned by the Vendor without interest and neither party shall be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

Purchaser _____ Purchaser _____ Vendor _____

The Purchaser agrees to accept title subject to the following:

(i) the Condominium Documents, notwithstanding that they may be amended and varied from the proposed Condominium Documents in the general form attached to the Disclosure Statement delivered to the Purchaser, and the Purchaser further acknowledges that upon receipt of a Transfer/Deed of Land to the Property, the common interest in the Common Elements Condominium Corporation cannot be severed from the Property upon any subsequent sale of the Real Property;

(ii) any subdivision, servicing, housekeeping, financial, security, access and circulation, encroachment agreement, development, site plan or condominium agreement or any other agreement relating to the Property or an agreement with any governmental authority having jurisdiction over the property which may now or hereafter be required to complete and register the Condominium provided always that same do not materially and adversely affect the operation an use of the Property for residential accommodation;

(iii) any easements, rights-of-way, restrictions, encroachments, conditions or covenants that run with the Property and subject to any easements, licences, rights, notice of security agreements, or agreements now registered or to be registered for the installation and maintenance of any public or other utilities including, without limitation, telephone, hydro, gas, storm and sanitary sewer, water and cable television or master antenna television distribution systems and any easements, rights of way or licenses, rights or agreements including reciprocal and joint use agreements which are registered and/or may be required with respect to adjoining or neighbouring land owners;

(iv) the Property may be subject to an easement for the benefit of the Common Element Condominium Corporation for access to and use of a sub-metered exterior water valve for the purpose of maintaining the common elements of the Common Element Condominium Corporation; and

(v) any restrictions, covenants or conditions registered or to be registered on title to the Property.

7. Taxes, local improvements, water and assessment rates will be apportioned and allowed to the Closing/Occupancy Date after which the Purchaser will assume them. The Purchaser agrees that he will reimburse the Vendor for the cost of enrolling the dwelling under the Tarion Warranty Corporation.

The Purchase Price shall be adjusted to reflect the following items, where applicable, as determined by the Vendor in its sole and unfettered discretion, which shall be apportioned and allowed to the Closing/ Occupancy Date, with that date itself being apportioned to the Purchaser, including but not limited to:

(a) Changes (extras, upgrades or modifications) purchased to be shown as an addition to the purchase price in accordance with the requirements of the Ministry of Finance for the purposes of the Land Transfer Tax calculation, and a credit to the Purchaser for the amount paid;

(b) common expense contributions attributable to the Property for the current month;

(c) Realty Taxes shall be adjusted on the Closing Date if the property has been separately assessed (including any supplementary assessments). In the event that the Property has not been separately assessed, the Purchaser shall assume sole responsibility for the supplementary assessment as of the Occupancy Date, and no adjustment for the building value of the Realty Taxes will be made. Realty taxes will then be re-adjusted based upon the vacant land tax only. Vacant land property taxes including local improvements shall be adjusted as assessed, or as estimated by the Vendor, and fully paid by the Vendor, notwithstanding that same may not have been levied, assessed and/or paid by the Closing Date. If, in fact, any realty taxes attributable to the Dwelling have not been paid in accordance with the manner that same have been adjusted for in the statement of adjustments, then the Vendor shall provide the Purchaser on closing with its written undertaking to pay same in accordance with the statement of adjustments forthwith after closing and the Purchaser shall accept said undertaking and complete the transaction in accordance therewith. No readjustment of taxes will be requested or given for an amount which is $20.00 or less;

(d) any new or increased development charges or taxes (including for certainty any HST) imposed on the Property by the federal, provincial, municipal government or other imposing authority or any increases to existing taxes currently imposed on the Property by such government;

(e) an administration charge of $25.00 to the Vendor for each cheque that is submitted or delivered by or on behalf of the Purchaser for payment of any portion of the Purchase Price and/or for any extras or upgrades so ordered, or for any portion of the occupancy fees so payable, which is not honoured for any reason by the Purchaser's or drawer's bank; and

(f) the charge imposed upon the Vendor or the Vendor's Solicitors by the Law Society of Upper Canada upon preparation of a Transfer/Deed of Land or any other instrument.

8. Notwithstanding anything contained in this agreement as to payment of property taxes, the Purchaser acknowledges that he is responsible for ensuring that the real property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appeal or otherwise in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the real property.

9. Any extra or custom work or items or colours specifically ordered or chosen by the Purchaser and performed by the Vendor shall be paid for by the Purchaser at the time of signing the purchase order for the said work and in the event that for any reason whatsoever this transaction of purchase and sale is not closed the Purchaser will be liable for payment of any work performed under the terms of this paragraph and all monies paid by the Purchaser to the Vendor pursuant to this paragraph shall be retained by the Vendor. It is further agreed that in the event any extra custom work or installations have been omitted for any reason, the Vendor in its sole discretion shall be entitled to complete the extra custom work and installations after the Closing Date, or alternatively refund to the Purchaser after the Closing Date, the full amount paid by the Purchaser for such extra custom work or installations. In any event, the Vendor's liability hereunder shall be limited to the amount paid by the Purchaser for such extra custom work and/or materials and this provision shall survive the closing of this transaction.

Purchaser Purchaser Vendor

10. The Purchaser covenants and agrees with the Vendor to execute any usual and reasonable grant or grants of easement over or under the lands herein required by any municipal authority or public utility during a period of five years from the date of closing.

11. This agreement is subject to compliance by the Vendor with the Planning Act as amended, and any necessary approval of the conveyance shall be obtained by the Vendor at its expense.

12. The Purchaser shall within 14 days of this agreement of purchase and sale becoming unconditional make a selection with respect to such items as the Vendor permits the Purchaser to have a choice of colour, style or type. The Purchaser's failure to make such selection within such time shall be a cause for postponement of closing/ occupancy date by the Vendor pursuant to this paragraph. No changes in selection shall be permitted unless authorized in writing by the Vendor and the cost of any change shall be $300.00 plus any additional material or equipment.

13. This Agreement of Purchase and Sale shall be completed on the later of

(i) the Occupancy Date; and

(ii) a date fixed by the Vendor on at least 10 days written notice to the Purchaser or the Purchaser's solicitor, which date shall be not more than 45 days following registration of the Declaration and Description under the Condominium Act the said day being herein called the "Closing Date" or the "Closing/Occupancy Date").
or any extensions thereof, and the terms by which occupancy of the dwelling can be determined, shall be in accordance with the terms and conditions set out in the Tarion Addendum attached as Schedule "E" to this Agreement, on which date vacant possession of the Real Property is to be given to the Purchaser. In the event that the completion of the dwelling is delayed by any reason or cause beyond the control of the Vendor, the Vendor shall be permitted a postponement or postponements of the date of closing not exceeding 365 days in total. Provided that the Vendor, in accordance with the Tarion Warranty Corporation, may exclude from the 365 day period extensions reasonably required as a result of a strike, a fire, a flood, an act of God or a civil insurrection. If the Vendor should be unable to substantially complete the dwelling for occupancy or close within the extended time, failing agreement in writing by both the Vendor and the Purchaser to further extend the closing date in accordance with the provisions of Tarion Warranty Corporation then this contract shall be at an end and the deposit returned to the Purchaser without interest and the Vendor shall not be liable to the Purchaser for any damages. In the event that the dwelling being erected on the land is substantially completed for occupancy by the date of closing, or any extension thereof, the sale shall be completed on that date and the Vendor shall complete any outstanding details of construction required by this agreement within a reasonable time thereafter, having regard to weather conditions and the availability of supplies

(a) The Purchaser agrees to close this transaction on the Closing/ Occupancy Date provided the Dwelling is substantially completed, and that there shall be no holdback under the *Construction Lien* Act, or any successor legislation for any period whatsoever and no holdback as security for the completion of unfinished work or for any other purpose whatsoever such that the full balance of the Purchase Price shall be paid to the Vendor on the Closing Date. The Vendor agrees to forthwith remove any construction lien registered against title to the Property arising out of the Vendor's construction on the Property. The Dwelling shall be deemed substantially completed when the Vendor determines that the interior work has been completed so as to permit occupancy (whether or not the relevant municipal and statutory authorities have inspected and passed the interior or the exterior of the dwelling and whether or not an occupancy permit has been issued), notwithstanding that there may remain grading, landscaping, paving, exterior painting or other work to be completed;

(b) In the event that the Vendor is unable to convey title on the Closing Date, due to a delay in the registration of the part lot control exemption by-law and/or the registration of the Common Element Condominium, the Purchaser agrees that the closing shall proceed in escrow on the date set for Closing (hereinafter the "Occupancy Date") in accordance with the following requirements and there shall be no Tarion claims for delay of the Closing Date. The Purchaser shall be required to provide the Vendor's solicitor with a copy of the Purchaser's unconditional mortgage commitment, whereupon, an Escrow Agreement shall be completed which shall provide for:

a. the payment of all funds owing with the exception of the mortgage amount which may be deferred until the Closing, all funds to be held in trust by the Vendor;

b. a monthly interest payment on the outstanding balance, such interest rate to be established by reference to the rate published by the Bank of Canada as the chartered bank administered interest rate for a conventional one year mortgage as of the first of the month in which the purchaser assumes occupancy;

c. an agreement that all taxes shall be payable by the Purchaser and adjusted as of the Occupancy Date, and that all responsibility for any supplemental assessment for the building portion of property taxes shall be the responsibility of the Purchaser from the date of occupancy;

d. the immediate release of keys provided that the PDI inspection pursuant to Tarion has been completed;

e. Closing to occur on a date which shall be ten (10) days after notification from the Vendor's solicitor that the part lot control exemption by-law and the common element condominium have been registered; and

f. such other reasonable terms and conditions as the Vendor may require.

The Purchaser acknowledges that the Vendor shall not be responsible for any costs or loss incurred by the Purchaser as a result of the delay of closing on account of any delay in the registration of the Common Element Condominium.

14. The Vendor or persons authorized by the Vendor shall have free access at all reasonable hours to the real property in order to make inspections and do any work or repairs thereon.

15. The Purchaser covenants and agrees not to erect a fence or fences on the real property for a period of one year from date of closing. In the event that the Purchaser erects a fence or fences on any portion of the real property prior to one year from date of closing the Vendor shall be relieved from all warranty obligations relating to landscaping and grading and the Vendor shall not thereafter be obliged to amend, alter or repair the grading or any part thereof. This covenant shall not merge with the closing of this transaction.

Purchaser _____ Purchaser _____ Vendor _____

16. In the event that either before or after the Closing Date any dispute arises out of this transaction, the Vendor shall have the option to terminate this Agreement, or if after closing to require a reconveyance of the Real Property, upon payment to the Purchaser by certified cheque of the total amount of all sums paid by the Purchaser pursuant to this Agreement and on account of taxes. The said option may be exercised by the Vendor giving notice to the Purchaser or their Solicitor by prepaid registered mail or personal service at any time before the Closing date and thereafter within three hundred and sixty-five (365) days of the date the Vendor determines that the dispute arose. If the said option is exercised by the Vendor after closing the Purchaser shall vacate the Dwelling and shall reconvey the Real Property to the Vendor both within thirty (30) days of the notice being given and shall pay to the Vendor on account of his period of possession a sum calculated at a yearly rate of ten percent (10%) of the purchase price. The Purchaser covenants, acknowledges and agrees that in such event he shall be responsible for any damage caused to the Dwelling during the period of possession, reasonable wear and tear excluded and further acknowledges and agrees that no claim for damages, compensation or other relief will accrue to or be pursued by him and hereby constitutes these presents as a full release, waiver and estoppel of any such claim. This schedule shall not apply to any matter governed by Tarion Warranty Corporation during the period of time that any such matter may be subject to the dispute resolution mechanisms established under the Tarion Warranty Corporation.

17. The deed or transfer shall be prepared by the Vendor's solicitor, at a cost to the Purchaser of $225.00 payable on closing, and the Affidavit of Value of the Consideration pursuant to the Land Transfer Tax Act shall be completed by the Purchaser or his solicitor, and the deed or transfer shall contain, or shall be subject to such covenants and restrictions as the Vendor shall require in order to comply with the provisions of any subdivision or other agreement entered into by the Vendor, or any predecessor, with the relevant municipality or municipalities. If required, the Purchaser agrees to execute the deed or transfer. Without limiting the foregoing, the Purchaser agrees that the deed or transfer may contain the covenants and restrictions set forth in Schedule "A" hereto.

The parties hereto agree that if the electronic registration system (the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the Real Property is situate, then, the following provisions shall prevail, namely:

(a) both parties shall each be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society, to represent them in connection with the completion of this transaction, and shall authorize such solicitor to enter into an escrow closing agreement in the Law Society Of Upper Canada's standard form (the "Document Registration Agreement,), establishing the procedures and timing for completing this transaction;

(b) the delivery and exchange of documents, monies and keys to the Real Property, and the release thereof to the Vendor and the Purchaser, as the case may be, shall not occur at the same time as the registration of the transfer/deed (and other registrable documentation) and shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving any 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 Documentation Registration Agreement;

(c) if either party's solicitor is unwilling or unable to complete this transaction via TERS, in accordance with the provision contemplated under the Document Registration Agreement, then said solicitor (or the authorized agent thereof) shall be obliged to personally attend at the office of the other party's solicitor, at such time on the scheduled Closing Date as may be directed by the other party's solicitor, in order to complete this transaction via TERS utilizing the computer facilities in the other party's solicitor's office;

(d) the Purchaser expressly acknowledges and agrees that it 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 transferred to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed for registration;

(e) documents to be registered on title to the Real Property may be delivered to the other party hereto by telefax (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such document shall also deliver the original of same to the recipient party [by overnight courier sent the day of closing] within 7 business days of closing, if same has been so requested by the recipient party;

18. All buildings and equipment upon the real property shall be and remain at the risk of the Vendor until closing/ occupancy date. In the event of damage to the buildings or equipment the Vendor may either repair the damage and finish the dwelling and complete the sale, or may cancel the agreement and have all monies paid by the Purchaser returned to the Purchaser without interest.

19. It is hereby understood and agreed between the Vendor and the Purchaser that the Purchaser cannot assign this agreement or any part or parts thereof without the prior written consent of the Vendor to such assignment, which consent can be arbitrarily withheld. It is further understood and agreed that unless the Vendor has previously consented to an assignment by the Purchaser of the within agreement, or part or parts thereof, the Vendor will not be required to comply with a direction delivered to it on the completion of the transaction directing it to convey the lands to a person, persons or corporation other than the Purchaser.

20. The Purchaser acknowledges that there is no representation, warranty, collateral agreement or condition affecting this agreement or the Land other than as expressed in writing in this agreement. Without limiting the foregoing, the Purchaser hereby releases the Vendor from any and all obligations to perform or comply with any warranty, promise or representation which may have been made by any sales representative or in any sales ~~brochure~~ which may be inconsistent with ~~this~~ agreement.

Purchaser Purchaser Vendor

21. Time is in all respects the essence of this agreement provided that if the date of closing/ occupancy date falls on a Saturday, Sunday or holiday the closing will take place on the first day thereafter that is not a Saturday, Sunday or holiday.

22. Subject to the provisions of paragraph 22 hereof, this agreement when executed by the Purchaser constitutes an offer to purchase irrevocable for a period of seven days from the date of execution and upon acceptance by the Vendor shall constitute a binding agreement of purchase and sale. If not accepted within such time, this offer shall be null and void. If the Vendor makes a counter offer to the Purchaser's offer to purchase then this counter offer shall be open for acceptance by the Purchaser for a period of 48 hours after the delivery of the counter offer to the Purchaser after which time the counter offer shall be null and void.

23. The parties hereby waive personal tender and agree that tender shall be validly and effectively made if the tendering party shall attend at the Registry Office in which title to the real property is recorded at 3:00 p.m. on the date of final closing and for a period of one half hour is ready, willing and able to close; alternatively, tender may be validly and effectively made upon the designated solicitors for the party being tendered. Payment may be made or tendered by certified cheque drawn on any Canadian chartered bank or trust company.

24. The Purchaser acknowledges that a rental water heater will be supplied. The purchaser appoints the Builder as his/her agent for purposes of entering the supplier's standard water heater rental agreement, if required. The rental agreement will take effect between the Purchaser and the supplier upon occupancy. The Purchaser understands that rental information, including the supplier's standard rental terms and conditions and the current monthly rental rates (which may change from time to time), will be provided either at or prior to the time of occupancy or with the first rental bill.

25. The Vendor hereby represents that it is not a non-resident company as defined in Section 116 of the Income Tax Act.

26. The approximate location and dimensions of the real property are shown on Schedule "D" and "D-1" attached hereto (with the property outlined in red). The Purchaser acknowledges that minor dimensional differences may occur on similar house types or models due to a variety of on-site variables. The dimensions and exact location of the Lands and of the Dwelling as may be provided for in this Agreement or in any material provided to the Purchaser are approximate only and, in the event that such dimensions are determinded to be less than or more than as set out in this Agreement or any material provided to the Purchaser, the Purchaser agrees to accept the Lands and/ or the Dwelling with such lesser or greater dimensions, without any abatement of the Purcahse Price provided the Lands and the Dwelling comply with requirements of the City. The Purchaser acknowledges and agrees that such dimensions do not in any way constitute a representation as to the final dimensions of the Lands or the Dwelling, as built. The Purchaser acknowledges and agrees that such difference will not diminish the value of the Property or substantially alter it. It should also be acknowledged that the lots depicted on these schedules may be subject to and/ or benefit from access easements.

27. The Vendor agrees to furnish the Purchaser at least five (5) days prior to the Closing Date a plan of survey prepared by an Ontario Land Surveyor at the Vendor's expense, showing the location of the unit on the real property and specifying all front, side and rear setbacks.

28. The Purchaser acknowledges that the pre-occupancy inspection is the only opportunity the Purchaser will have to inspect the dwelling prior to occupancy and that if the Purchaser is arranging independent mortgage financing, any applicable lenders or their appraisers, inspectors or authorized representatives will not have access to the dwelling other than at the time of the pre-occupancy inspection. Except only for such right of inspection for the Purchaser at the time of the pre-occupancy inspection, the Purchaser, and the Purchaser's agents, invitees and licensees shall not enter on, upon or into the Land prior to closing, or do, or permit to be done, any work and/or supply any material to the Land before closing. The Purchaser shall indemnify and save harmless the Vendor and those for whom it is in law responsible, from any action, cause of action, claim, suit, cost, demand, damage and/or loss which may be cause and/or contributed to by the Purchaser, or any of the Purchaser's friends, relatives, invitees, workers, and/or agents who enter into or on the Land whether with or without the express or implied authorization of the Vendor.

29. **Schedules "A", "B", "D, "D-1", "E", "G", "T"** **O, M-2**
attached form part of this Agreement of Purchase and Sale.

30. The Purchaser acknowledges that he has been advised to direct roof leaders to pervious areas where sufficient areas are available and grassed areas receiving roof-run-off should be at least equal to the contributing roof area, all of which shall be to the satisfaction of the Director, Infrastructure Services of the City of Ottawa.

31. (a) Each Purchaser consents to the Vendor collecting his or her personal information in accordance with the Proceeds of Crime (Money Laundering) and Terrorism Financing Act, as it may be amended from time to time, (the "Act") and further consents to the Vendor using and disclosing the personal information in the manner required of it under the Act;

(b) The Transfer to the Lands shall only be in the name of the Purchaser unless the Purchaser provides the Vendor with a Direction as to Title and all other information and documentation on the new Purchaser required to enable the Vendor to comply with the Proceeds of Crime (Money Laundering) and Terrorism Financing Act.

(c) The Purchaser warrants that the information contained in Schedule "T" is true and accurate, that any changes to the information will be promptly given to the Vendor as they become known, that the Purchaser will permit the Vendor to see the original documentation necessary to verify the details on Schedule "T" and that the Purchaser will provide the Vendor with copies of the Identity Verification Documentation listed in the Schedule "T".

(d) No deposits or other payments will be made to the Vendor in cash and the Vendor will not be required to make any payments to the Purchaser or any other person or Organization except full disclosure and compliance with the Proceeds of Crime (Money Laundering) and Terrorism Financing Act.

Purchaser Purchaser Vendor

NOTICE: By providing personal information to Valecraft Homes Limited on this form, you are consenting to its use for the purpose of sharing it with Valecraft Homes Limited's Solicitor and Mortgage Company for the purpose of providing (or wishing to provide) mortgage financing, and with your Solicitor in order to facilitate the final closing of this transaction.

32. The purchase price shall be increased or adjusted as of closing/ occupancy date by any increase in existing or newly imposed levies, development charges, education development charges or any impost or other charges imposed by an approving authority or public utility corporation regarding the real property from the date this agreement is first executed until a building permit is issued for the dwelling.

33. Unless you advise us in writing to the contrary, we may give your name, address and telephone number to the providers of cable television, telephone, alarms, hydro, gas or similar services or utilities. These providers may use your personal information for the purpose of contacting you to offer you their services and products and to communicate to you, regarding services and products that may be of interest to you and the Privacy Policies, Terms and Conditions of these utility and service providers will then govern your relationship with them. Valecraft Homes Limited makes no assurances or representations to you about such Policies, Terms or Conditions.

IN WITNESS WHEREOF the Purchaser has hereunto set his hand and seal

the 1 day of August , 2023.

Witness

Purchaser

Birth Date: December 26th, 1936

Witness

Purchaser

Birth Date: _____

IN WITNESS WHEREOF the Vendor has executed the agreement

this 1 day of August , 2023

VALECRAFT HOMES LIMITED

Per: _____

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Purchaser's Address:

210-1455 Youville Drive
Orleans, Ontario
K1C 6Z7

Telephone Number(s):

Home:
Work: 613-837-1104
Cell:

Solicitors Info:

Lawrence Silber, Kelly Santini LLP
2401-160 Elgin St.,
Ottawa, Ontario
K2P 2P7
Phone: 613-238-6321

Vendor's Address:

1455 Youville Drive Suite 210
Orleans, Ontario K1J 7V8
Phone: 613-837-1104
Fax: 613-837-5901

Vendor's Solicitor:

Lawrence Silber
Kelly Santini LLP
2401-160 Elgin Street
Ottawa, Ontario, K2P 2P7
Phone: 613-238-6321 Fax: 613-233-4553

SCHEDULE "A"
CARDINAL TRAIL 5
COVENANTS, RESTRICTIONS AND NOTICES

Attached to and forming Part of this Agreement of Purchase and Sale for Builder's Lot No: **F30**

Municipal Address: **1157 Brasseur Crescent**

Plan No: Part of Block _____, Plan 4M-1290, Part of Block _____,Plan 4M-_____ , in the City of Ottawa, in the Province of Ontario (the "Real Property").

I/We acknowledge the following:

Municipal Covenants

1. The owner agrees that all purchase and sale agreements for the whole or any part of a lot/block on the Plan of Subdivision shall contain the following clauses which shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands for the benefit of the lands in the Subdivision:

(a) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on his part, the Director, Infrastructure Services may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the Director, Planning and Infrastructure Approvals may cause the damage to be repaired and shall recover the costs of the repair plus 30 per cent of the cost for supervision and 30 per cent of the cost for administration under the *Municipal Act, 2001, S.O. 2001, c.25 as amended* in like manner as municipal taxes.

(b) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that he will not request nor will the City be required to issue a building permit(s) until all requirements with respect to underground Works, road base course and first lift of asphalt on which land fronts have been carried out and have received Approval of the Director, Infrastructure Services; such road has been connected by roads which are, at least, at a similar stage of completion, to the overall City road network and until the whole or such portion of the mass earth moving or general grading as the Director, Infrastructure Services deems necessary has been completed and approved. However, building permits may be issued if, in the sole opinion of the Director, Planning and Infrastructure Approvals, the aforementioned Works are proceeding satisfactorily, in which case, the Transferee shall not occupy nor permit the building(s) to be occupied except with the written consent of the Director, Infrastructure Services on being satisfied that the aforementioned Works are being carried out and Acceptance has been given to the aforementioned Works.

(c) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees to insert a clause in all agreements of purchase and sale recommending that the purchaser direct roof leaders to pervious areas where sufficient areas are available. Grassed areas receiving roof run-off should be at least equal to the contributing roof area, all of which shall be to the satisfaction of the Director, Infrastructure Services.

(d) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established final Drainage and Grading Plan, without the written consent of the Director, Infrastructure Services, and further the purchaser will maintain any such alterations approved by the Director, Infrastructure Approvals.

(e) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that he will not plant poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (i.e. Silver and Manitoba) or other species as may be determined by the Director, Planning and Infrastructure Approvals within the lands to which this Agreement applies nor adjacent lands in its ownership.

(f) The City may, at any time, enter upon the lands for the purposes of inspection or restoration of the established Grade Control Plan and the cost of the City in performing any restoration work shall be paid to the City by the Owner of the lands upon which such restoration work was performed, within thirty (30) days of demand therefore by the City and failing payment as aforesaid, the cost shall be added to the tax roll and collected in like manner as municipal taxes. The express intent of this covenant is that the same shall run with the lands and will benefit all lands within the Subdivision by providing proper and adequate drainage.

_____	_____	_____
Purchaser	Purchaser	Vendor

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

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

(i) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees to have a Geotechnical Engineer licensed in the Province of Ontario complete a bearing surface inspection prior to the placement of concrete for all residential construction so as to ensure that a suitable subgrade has been prepared.

(j) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees to have a Geotechnical Engineer licensed in the Province of Ontario complete a review of the design for proposed in-ground swimming pools to ensure the recommendations outlined in Section 2.13 of the Geotechnical Report on Subsurface Investigations for the Lester Road and Albion Road properties (Lester Road Subdivision) to Canada Lands Company prepared by **McRostie** Genest St-Louis & Associates Ltd., Report No. SF4892 dated March 2, 2005 have been adhered to.

(j) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that individual curbside waste collection and/or recycling collection for properties fronting onto any private street may not be provided by the City, and that waste collection and/or recycling collection by the City for such properties may take place at common collection pad(s) provided by the Owner.

(l) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that all Lots and Blocks on the Plan have portions of the rear yards that are used for on-site storage of infrequent storm events. Pool installation and or/grading alterations on some of the Lots may not be permitted. Revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of pool installation and/or grading alterations on any individual lot.

(m) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that any row dwelling is advised that any obstructions and/or encroachments are prohibited within the 1.2 metre wide rear yard access easements.

(n) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that any person who, prior to draft approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid.

(o) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that no fast growing trees shall be planted and that all trees pursuant to the approved Streetscape Plan shall be pruned and watered to prevent the dewatering of any sensitive clay soils.

Notice to Purchasers

2. The Owner agrees that all purchase and sale agreements for the whole or any part of a lot/block on the Plan of Subdivision shall contain the following clauses:

(a) The purchaser acknowledges that a fire hydrant may be located or relocated at any time in front of any lot/block on the Plan of Subdivision to the satisfaction of the Director, Infrastructure Services.

(b) The purchaser acknowledges that no driveway shall be located within 3.0m of a fire hydrant and that no objects, including vegetation shall be placed or planted within a 3.0m corridor between a fire hydrant and the curb, nor a 1.5m radius beside or behind a fire hydrant.

(c) The Purchaser acknowledges that school accommodation problems exist in the Ottawa-Carleton District School Board schools designated to serve this Subdivision, and that at the present time this problem is being addressed by the utilization of portable classrooms at local schools and/or by directing students to schools outside the community.

(d) The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that the postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post.

Purchaser Purchaser Vendor

(e) The purchaser of any lot or block fronting on a street in which a sidewalk is proposed to be installed acknowledges that he has been supplied with and reviewed a plan showing the proposed locations, types, size and dimensions within the boulevard of any sidewalk abutting the said lot or block. The purchaser hereby acknowledges signing a copy of the said plan as confirmation that he has reviewed the plan and is aware of the contents of the plan. The said plan shall form part of the purchase and sale agreement. The purchaser further acknowledges that the information identified on the said plan is the proposed information in respect to the lot or block and is subject to change through the City's approval process.

(d) The Purchaser of any lot or block abutting a boundary of residential lots and blocks, ravine lands, public walkways, drainage channels, land flow corridors parks or any other lands which may be specified by the Director of Parks and Recreation of the City are advised that no gates will be permitted in the fence without the express permission of the Director, Parks and Recreation and/or Director, Surface Operations.

(f) The purchaser of any lot or block hereby acknowledges that he has been advised of:

(i) an approved general plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the lot or block.

(ii) the proposed location of the potential bus routes including temporary bus routes, possible bus shelters and pads and paved passenger standing areas at bus stops.

(iii) the proposed location for the community mailboxes within the Subdivision.

(iv) the proposed grading and landscaping for the lot or block.

(v) the proposed driveway location.

(vi) The proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot.

(vii) The approved zoning map for the Subdivision.

(viii) some of the rear yards within this Subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of pool installation on any individual lot.

(g) The purchaser further acknowledges that the information he has been advised of, as described in the above paragraph, is subject to change through the City's approval process. The Owner shall have the purchaser sign an acknowledgement that he has been advised of this information.

3. **Information for Sales Offices**

The Owner shall display in a conspicuous place in the sales offices established for the sale of buildings or lands within this Subdivision all of the plans listed below:

(a) a Zoning Map or Schedule displaying current zoning of all lands in and adjacent to the subject Subdivision.

(b) a print of the registered Plan of Subdivision.

overall delvelopment plan for the area within which the subject plan is located. Any vacant school sites reserved or purchased by the Ottawa-Carleton Board of Education on this development plan shall be marked clearly as POSSIBLE SCHOOL/ALTERNATE USE;

(c) a print of the approved Landscaping Plan and/or Tree Preservation Plan.

(d) a print of an overall plot plan or equivalent showing the following information for each lot or block on the plan:

- the approved Grading and Drainage Plan;
- all above ground services and utility locations;
- sidewalk locations, if any.

4. **Covenants to be included in Contracts of Sale and Transfers**

The Owner, or any subsequent owner of the whole or any part of the Subject Lands acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the Subject lands:

(a) The Purchaser/Lessee Of all Units in Building Blocks A through E inclusive, for himself, his heirs, executors, administrators, successors, and assigns, acknowledges being advised that the dwelling unit has been supplied with central air conditioning which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment's noise criteria.

Purchaser Purchaser Vendor

(b) The Purchaser/Lessee Of all Units in Building Blocks F through K inclusive and Condo Block T for himself, his heirs, executors, administrators, successors, and assigns, acknowledges being advised that the dwelling unit has been fitted with a force air heating system and the ducting, etc. was sized to accommodate central air conditions by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment and Climate Change's noise level criteria.(Note: The location and installation of the outdoor air conditioning device should be done so as to comply with the Ministry of Environment and Climate Change's Publication NPC-216,entitled *Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices,dated September 1994,* as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.

All Units

(c) The Purchaser/Lessee for himself, his heirs, executors, administrators, successors, and assigns, acknowledges being advised that despite the inclusion of noise control features in the development and within the building units, noise levels from increasing roadway/rail/air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment and Climate Change's noise criteria

(d) The Transferee, for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised of the following:

(i) The property/dwelling unit is located in a noise sensitive area due to its proximity to the Ottawa Macdonald-Cartier International Airport and in order to reduce the impact of the aircraft noise in the indoor spaces, the unit has been designed and built to meet Provincial standards for noise control by the use of components and building systems that provide sound attenuation.

(ii) Despite the noise control features within the dwelling unit, noise due to aircraft operations may continue to interfere with some indoor activities, and with outdoor activities, particularly during the summer months.

(iii) The Ottawa Macdonald-Cartier International Airport is open and operates 24 hours a day, and changes to operations or expansion of the airport facilities, including the construction of new runways, may effect the living environment fo the residents of this property/area.

(iv) The Ottawa Macdonald-Cartier International Airport Authority, its acoustical consultants, and the City of Ottawa are not responsible if, regardless of the implementation of noise control features, the purchaser/occupant of this dwelling finds that the indoor noise levels due to aircraft operations continue to be of concern or are offensive.

The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements conveying the lands described herein.

(e) The Purchaser/Lessee Of any unit for himself, his heirs, executors, administrators, successors, and assigns, acknowledges being advised that no rear yard fences, terrace walls, raised stairs, surface swales or uneven surfaces shall be permitted within the easement lands. The Purchaser further acknowledges that said easement lands shall be enencumbered as to not prevent the freehold unit ower's unobstructed access to their rear yards. If gates are included at the ends of the fence and encroaching into the said easement lands, such gates are not permitted to be locked and shall only open towards the egress direction of the easement.

(f) The Purchaser acknowledges that Lester Road & Meandering Brook Drive is designated and used by the City of Ottawa as a bus route and there will be OC Transpo bus pads/ shelters located on this public street.

(g) **Double Fencing**

The Purchaser acknowledges that double fencing will not be permitted on any lot within this development. Double fencing is defined as providing fencing on both sides of an access right-of-way which has the effect of providing a walkway between two fences.

5. **Active Lighted Sports, Recreation and Leisure Facilities**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that parkland within this Subdivision and/or already existing in the vicinity of the Subdivision may have:

Purchaser Purchaser Vendor

(i) active hard surface and soft surface recreational facilities;

(ii) active lighted sports fields;

(iii) recreation and leisure facilities;

(iv) potential community centre;

(v) library;

(vi) day care; and

(vii) other potential public buildings/facilities.

6. **Noise Barrier**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that if applicable, the Transferee is responsible to maintain the noise barrier in a good and sound condition including if necessary, the replacement or reconstructing of the barrier.

7. **Pool Installation and/or Grading Alterations**

The Transferee, for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees that portions of the rear yards are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations on some of these Lots and Blocks may not be permitted by the City of Ottawa. Revisions to the approved Subdivision Storm water Management Plan report may be required to study the possibility of pool installation and/or grading alterations on any individual lot.

Dated at Ottawa, ON this 1 day of August, 2023

SIGNED, SEALED AND DELIVERED in the presence of

Purchaser — December 26th, 1936 (Birth Date)

Witness: ____ Purchaser: ____ Birth Date: ____

(as to all Purchaser's signatures, if more than one purchaser)

Dated at **Ottawa** **this** 1 **day of** August, 2023.

Valecraft Homes Limited

Per: ____

SCHEDULE "B"
SPECIFICATIONS TOWNHOMES 200 SERIES

PLAN #: 4M-1217 CARDINAL TRAIL 5 MODEL: _____ LOT: F30

CIVIC ADDRESS: 1157 Brasseur Crescent

Annexed to the Agreement of Purchase and Sale between VALECRAFT HOMES LIMITED and Portobello Partnership

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

LANDSCAPING:
- Nursery Grown Sodding
- Precast Patio Slab Walkway
- Tree Planting as per Municipality approved Landscape Plans
- Asphalt basecoat paved driveway
- Lot to be graded to Municipality approved Grading Plan

EXTERIOR FINISHES
- Brick, stone, vinyl & /or vinyl cedar shakes on front façade as per plan. Complete with Signature Valecraft Homes Ltd. decorative brick at front entrance as per plan
- Maintenance-free vinyl siding with aluminium soffit and fascia as per plan.
- Limited Lifetime warranty self-sealing fiberglass roof shingles
- Maintenance-free Low E Argon filled PVC vinyl windows and wood jamb extension throughout (where applicable) operable and non-operable as per OBC.
- Colonial embossed insulated steel clad front entrance doors with thermal glass 3/4 lite
- Front entrance door with sidelite and/ or feature highliter windows as per plan. 1159 Brasseur includes double doors
- PVC vinyl sliding patio doors w/ wood jamb extension at rear as per plan
- Oversized rear basement window as per plan
- Screens on all operating windows including basement and sliding patio door
- Steel sectional overhead garage door with insert lite.
- Weatherstripping on all exterior insulated doors and all operating windows
- "Augusta Satin Nickel" front entrance grip set on front entrance door with security dead bolt or equivalent
- Poured concrete steel reinforced porch (with broom finish) at front entrance
- Cement parging on all above grade concrete
- Column as per plan.
- "Bristol" vertical Aluminum Mail Box in black or equivalent
- Exterior colour packages are pre-selected by the Vendor
- Maximum Roof Air Ventilation

STRUCTURAL AND FRAMING:
- Poured concrete Foundation Walls with steel reinforcement
- High density polyethylene drainage membrane
- Engineered Steel Beams and Steel Posts as per plan
- Kiln dried floor joists or pre-engineered floor joist system
- Exterior Walls 2" x 6" kiln dried studs @ 16" o/c or equivalent structure
- Party (common) wall 2" x 4" studs staggered @ 16" o/c
- Interior Walls 2" x 4" kiln dried studs @ 16" o/c (except for basement) (as per plan)
- Basement Walls 2" x 6" kiln dried studs @ 24" o/c full height
- Tongue and groove engineered OSB subfloor sheathing (joints sanded and screwed to joists throughout)
- Engineered OSB roof sheathing c/w H-clips
- Prefabricated roof trusses as per engineered design

INSULATION:
- Exterior walls: R-20 Fiberglass batt + R5 Continuous Insulated OSB Panel
- Party (common) wall R-12 Fiberglass batt
- Ceiling attics: R-50 Fiberglass blown
- Fully insulated & drywalled garage
- Floors over unheated space: R-40 Fiberglass batt or blown
- Cathedral/sloped ceilings R-40 Fiberglass batt (where applicable)
- Concrete Basement exterior walls: R-20 Fiberglass batt
- 6 Mil polyethylene vapour barrier

ELECTRICAL:
- Underground utility wiring including hydro, bell and cablevision
- 200 amp service with 60 circuit breaker panel
- Heavy duty receptacles for stove and dryer
- "Decora" Style white plugs and switches throughout (except exterior)
- Smoke detectors & Carbon monoxide detector as per O.B.C.
- Front door chime
- Silver and White Ceiling light fixture in all bedrooms
- Chrome Bathroom Vanity Light fixture in all bathrooms with LED bulbs
- Two exterior weather protected plugs
- White LED Potlights in Family Room, Foyer, Great Room, Kitchen, and Ensuite Bathroom Showers
- Electrical outlet in garage ceiling for future garage door opener

Purchaser Purchaser Vendor

ROUGH-INS:

- Connection Centre including 3 Multi Media Outlets. Each outlet to be complete with 3x CAT5(e) and 1x RG-6 coax wire. Each outlet to be capped with one 4 port finishing plate. Locations to be selected by Purchaser except Inventory Homes and Models are preselected by the Vendor.
- Conduits in Great Room, Family Room and Master Bedroom complete with multimedia outlet and plug
- Central vacuum rough-in complete with extension to Garage
- Air conditioning line set rough-in for future air conditioning.
- Rough-in for electric car in garage

PLUMBING AND FIXTURES:

- Vitreous China lavatory complete with single lever faucets in all bathrooms except laundry tub as per plan
- Double stainless steel undermount kitchen sink with single lever pull-down faucet
- Power vented high-efficiency hot water heater (rental) in Mechanical room. (rental fee is determined by utility company)
- Pedestal sink in powder room as per plan
- 5' fiberglass tub/shower combo with full height rectangular ceramic tile (Silver level) walls w/coloured self-sealing grout to ceiling in main bathroom and basement bathroom as per plan
- 5'x3' acrylic shower base with full height rectangular ceramic tile (Silver level) walls w/coloured self-sealing grout to ceiling including a 12 x 12 Zitta Niche in ensuite bathroom as per plan
- Pressure balanced valves on all showers
- Hot and cold taps installed for automatic washer connection
- Two exterior hosebibs (one in garage, one in rear)
- Plumbing rough-in for future dishwasher installation
- Laundry tub installed with hot and cold taps
- Low flush water conserving toilets
- Chrome tissue holders, towel bar, robe hook, towel ring where applicable
- White plumbing fixtures in all bathrooms
- Shut off valves at all hot & cold lavatory and kitchen sink supply lines
- Sleeve for future waterline to fridge

HEATING AND VENTILATION:

- Natural gas fired forced air high efficiency furnace with electronic pilot ignition in Mechanical room
- Separate switch exhaust fans in all bathrooms and powder room - vented to exterior
- Kitchen exhaust fan Microwave/Hood Fan combination (Stainless Steel) over range vented direct to exterior
- All ductwork is cleaned prior to occupancy
- Programmable thermostat
- Heat Recovery Ventilation (HRV) and Humidifier in Mechanical room
- Central air conditioning
- Enercare Smarter Home Essentials Package (complimentary for 3 years)

FIREPLACE:

- Natural gas direct vented fireplace with decorative black trim kit w/ spark ignition
- Polished porcelain or ceramic tiled w/self-sealing grout fireplace surround

FLOORING:

- Commercial Carpet on all staircases complete with upgraded underpad
- Torlys Premier Flooring in all other areas

INTERIOR TRIM, CABINETRY AND FINISH CARPENTRY:

- Builder's standard painted raised panel interior passage doors
- Pre-hung Builder's standard painted raised panel swing doors c/w bullet catch on all closet doors except pre-finished sliding closet doors located as per plan
- 4 1/8" Nivaga style baseboard and 2 3/4" Nivaga style casing throughout (MDF painted white)
- Privacy sets for all bathrooms, powder room and master bedroom
- Satin chrome door hardware on interior doors
- Security deadbolt at front entrance door and garage entry door inside home
- Thermofoil Kitchen cabinetry with pull hardware and level 1 Granite countertops complete with Breakfast Bar
- Thermofoil Bathroom Vanities with pull hardware and laminate countertops (including backsplash in same material) as per plan
- Approx. 36" upper kitchen cabinetry
- Kitchen cabinetry opening for future dishwasher
- Kitchen pantry where applicable as per plan
- Solid Oak Contemporary/Modern posts, and/or handrail & brackets stained to compliment the floors with metal spindles, as per plan and interior colour selections
- Stained oak nosing (same as Railing) under standard railing areas as per plan
- Single full width Melamine Laundry shelf approximately 12" Deep to be installed in all main & second floor laundry rooms above washer and dryer.
- Soft close on all cabinetry doors & drawers (excluding corner cabinets)

INTERIOR FINISHES:

- 8'-4" Ceiling height on ground floor
- Spanish Style ceilings with decor perimeter in all finished areas except bathrooms, powder room and kitchen which shall have smooth ceilings
- Two-tone paint: one builder standard colour latex paint to be used throughout (semi-gloss latex for bathrooms, powder room, kitchen), All trim & interior doors shall be white semi-gloss latex
- Mirrors with bevelled square corners above all bathroom vanities and powder room
- Kitchen backsplash ceramic tiled w/ self-sealing grout Subway style from Bronze level selections

APPLIANCES:

- 4 Stainless Steel Appliances including Fridge, Stove, Dishwasher, Spacesaver Microwave/Rangehood, plus White Washer and Dryer from Builder's Standard Selections installed by the Vendor

WARRANTY COVERAGE:

- 7 Year major structural warranty
- 2 Year mechanical and building envelope warranty
- 1 Year material and workmanship warranty

Purchaser Purchaser Vendor

The Purchaser acknowledges that:

1. Prices and specifications which do not form part of this Agreement are subject to change without notice at the sole discretion of the vendor.
2. The vendor may substitute materials of equal or greater value without consent.
3. 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.
4. All colour and material selections are to be made from Vendor's standard samples unless otherwise paid for as an upgrade.
5. The vendor may, at his discretion, add brick to external sideyard walls to enhance the streetscape and/or to comply to municipal agreements.
6. The purchaser understands that all decorator items, furnishings, appliances, draperies, painted colour walls, and 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.
7. Service location, hot water tank and furnace location, basement wall height, specifications and material finishes may vary from model homes/plans.

8a. The number of steps required at entrances into the home may vary from the model home/plans depending on individual lot grading requirements.

8b. Purchaser acknowledges that exterior railings may be required at front and garage entrance stairs depending on individual lot grading.

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

10. The purchaser understands that renderings and brochures are an artist's concept and that some variations may occur to the final finished product.
11. The Purchaser understands that vertical and horizontal chaseways, dropped ceilings and or bulkheads may be added or deleted in, but not limited to; kitchens, main floor living areas, finished basements, closets, pantries, laundry room, powder rooms, bathrooms and/or at wall and ceiling corners respectively in order to accomodate mechanical systems at the Vendor's discretion .
12. The Purchaser understands that all Multi Media locations are approximate and vary from chosen locations.
13. The purchaser understands that due to normal manufacturing production materials which are installed in their home may vary slightly in colour from the vendor's samples and/or model homes.
14. Due to the natural composition of such materials as Granite, Marble & some Quartz, inherent variations in texture, colour and consistency are to be expected and considered normal. As such, the Purchaser agrees not to hold the Vendor liable for such variations.
15. The wood used in the finishing products of your 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.
16. 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.
17. Zoning bylaws specify maximum driveway widths which are based upon frontages. A tapering of your 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.
18. The grading and drainage of your lot has been designed and engineered to ensure that surface water is directed away from your home and into swales. These swales run at the side and rear of your property lines. Swales generally have more aggressive slopes relative to the general layout of your lot and will always occupy a portion of the useable space of your lot to serve their function properly.
19. Purchaser(s) acknowledge the requirement to install an approximate 3' x 3' landing with stairs at the garage entrance to the house as per OBC if more than 3 risers are required as a result of grading.
20. 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).
21. Purchaser(s) acknowledge that rooflines may be altered due to block assembly.
22. Purchaser(s) acknowledge that High Efficiency Washing machines have the potential to create vibrations due to the tub spinning at very high speeds.

PURCHASER

PURCHASER

August 1, 2023
DATE

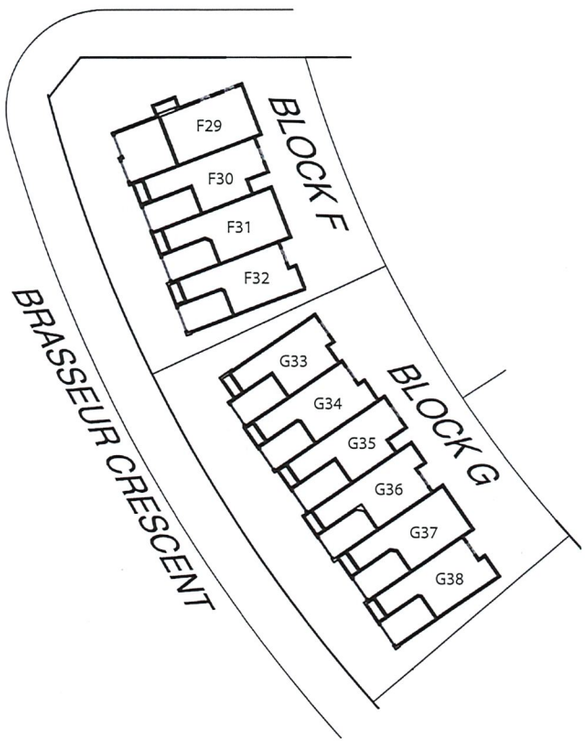
LOT NUMBER: F30

VALECRAFT HOMES LIMITED

August 1, 2023
DATE

MODEL:

PROJECT: CARDINAL TRAIL 5



SITE PLAN

NOTE:
HOUSE REPRESENTATION ON LOTS ARE ARTIST CONCEPT ONLY. FINAL BUILDING LOCATION AND ORIENTATION MAY NOT BE AS SHOWN.
*LOCATION OF SERVICE UTILITIES TO BE DETERMINED

**PLEASE CONFIRM WITH HEAD OFFICE TO ENSURE SPECIFIC HOUSE MODEL FITS ON CHOSEN LOT

Cardinal Trail 5

Lot: CT5 F30

Civic Address: 1157 Brasseur Crescent

Purchasers: Portobello Partnership

SCHEDULE "D"

Valecraft
Homes (2019) Limited