ACKNOWLEDGEMENT OF RECEIPT

I/We **JG Rivard Limited**

hereby acknowledge receipt of the Tarion Ontario's Residential Condominium Buyers' Guide by email to the following address(es):

(1) Full Name: **JG Rivard Limited**

Email Address: _____

(2) Full Name: _____

Email Address: _____

Dated at **Ottawa, On** **this** **1** day of **March**, **2023**

In the presence of:

_____ _____

WITNESS **PURCHASER**

_____ _____

WITNESS **PURCHASER**

DATED at Ottawa this **1** day of **March**, **2023**.

VALECRAFT HOMES LIMITED (VENDOR)

PER: _____

PROJECT: **DEERFIELD VILLAGE 2**

BUILDER'S REF #: **V49**

AGREEMENT OF PURCHASE AND SALE

Legal Description: Part of Block 147, Plan 4M-1290, City of Ottawa, Province of Ontario **Unit No:** V49

Level No: 1 **Builder's Reference No (Dwelling):** V49 **Parking Space No:** V6

Model: 5101 **Municipal Address:** 615-E Tranquil Stream Private, Ott., Ont.

1. **THE UNDERSIGNED** JG Rivard Limited

(collectively, the **"Purchaser"**), hereby agrees with **VALECRAFT HOMES LIMITED**, (the **"Vendor"**) to purchase the above-noted residential unit as outlined for indentification purposes only on the sketches attached hereto as Schedule "D", being a (proposed) unit(s) in the Condominium, to be constructed at **Deerfield Village 2, Ottawa, Ontario, Canada** together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit, if any, as set out in the proposed Declaration (collectively, the **"Unit"**) on the following terms and conditions:

1. The Purchase Price of the Unit, upgrades (as per Schedule B1-A) and Parking Unit if applicable (the "Purchase Price) set out herein shall be payable as follows: **$345,000.00**

(a) to the Vendor, in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date:

(i) the sum of _____ submitted with this Agreement, which amount the Purchaser hereby authorizes the Vendor to apply towards the deposit amount set out in this subparagraph, if applicable).

(ii) the sum of _____ submitted upon Firm Up, which amount the Purchaser hereby authorizes the Vendor to apply towards the deposit amount set out in this subparagraph, if applicable).

(iii) Total Deposit(s):

(iv) Balance Due on Closing: **$345,000.00**

(b) The balance of the Purchase Price shall be payable by certified cheque on the Occupancy/Closing Date, subject to the adjustments. The parties acknowledge that for purposes of Land Transfer Tax, the consideration for this transaction will include the Tarion Enrolment Fee, any lot premiums, and any change orders and/or upgrades done to the house ***(if applicable)***. The total consideration will also be calculated according to the prevailing legislation with respect to the federal harmonized sales tax (the "**HST**") as applicable.

(c) The Purchaser agrees to pay the sums set out in sub-paragraphs (a)(i) through (ii) as a deposit by cheque payable to the Vendor, on the express understanding and agreement that as soon as prescribed security for the said deposit money has been provided in accordance with Section 81 of *The Condominium Act*, the Vendor shall be entitled to release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct).

2. (a) The Tentative Occupancy/ Closing Date of January 5, 2024 as set out on Schedule "E", is the date on which the Vendor at the time of execution of this Agreement tentatively intends that the Unit shall be substantially completed and ready for occupancy by the Purchaser. The Tentative Occupancy/ Closing Date may be extended in accordance with the Tarion Delayed Occupancy/ Closing Warranty, a copy of which is attached as Schedule "E" to this Agreement. The Purchaser acknowledges and agrees that under no circumstances will the Vendor be liable to the Purchaser or any other party for any change in the interest rate on any mortgage financing secured on the Closing Date.

(b) No more than 30 days after the completion of the roof slab or roof trusses and sheathing of the building, the Vendor shall set either a Final Tentative Occupancy Date or a Firm Occupancy Date. If the Vendor sets a Final Tentative Occupancy Date and the Unit is not ready for occupancy on the Final Tentative Occupancy Date, the Vendor may set a Firm Occupancy Date in accordance with the Tarion Delayed Occupancy Warranty, a copy of which is attached as **Schedule "E"** to this Agreement.

(c) If the Vendor cannot provide occupancy on the Firm Occupancy/ Closing Date as determined in accordance with this Agreement because additional time is required for construction of the dwelling, the Vendor shall extend the Firm Occupancy/ Closing Date in accordance with the Tarion Delayed Occupancy/ Closing Warranty, a copy of which is attached as **Schedule "E"** to this Agreement.

Purchaser Purchaser Vendor

(d) Provided that the Unit is substantially completed and approved for occupancy by the municipality, the Purchaser will take occupancy of the Unit on the Firm Occupancy Date (which shall also be referred to as the "Occupancy Date"), notwithstanding that the Declaration and the Description may not have been registered pursuant to the Condominium Act and notwithstanding that other units and the common elements may not have not been completed, and notwithstanding that an occupancy permit has not been issued for the Unit. The Purchaser shall not require the Vendor to produce an occupancy permit, certificate or authorization from the municipality and the Purchaser shall satisfy himself/herself in this regard and the Purchaser agrees to take occupancy pursuant to the terms of Interim Occupancy as outlined in section 4 on Schedule "S".

(e) This transaction 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 "**Occupancy/ Closing Date**").

(f) If the Occupancy Date or Closing Date falls on a Saturday, Sunday or holiday, Occupancy or Closing will take place on the 1st day after that is not a Saturday, Sunday or holiday.

(g) In the event that the Occupancy Date precedes the Date of Closing, the Purchaser agrees to take occupancy in accordance with **Schedule "S".**

(h) The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is as follows:

Address **1455 Youville Drive, Suite 210**
Suite # Street

Orleans **Ontario** **K1C 6Z7**
City Province Postal Code

613-837-1104
Telephone (B) Telephone (H)

E:mail

2.1 **Schedules "A","B","D","E","F","G","S","T", O, M-2** attached hereto shall form part of this Agreement of Purchase and Sale.

Paragraphs 3 through 47 and the following Schedules and Addendums of this Agreement are an integral part hereto and are contained on subsequent pages. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.

Dated at **Ottawa, On** **this** **1** day of **March**, **2023**.

SIGNED, SEALED AND DELIVERED in the presence of

Purchaser — **December 26, 1936** Birth Date

Witness: Purchaser Birth Date

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

Purchaser's Solicitor: **Lawrence Silber, Kelly Santini LLP**

Address: **2401-160 Elgin St.,**
Suite # Street

Ottawa **Ontario** **K2P 2P7**
City Province Postal Code

613-238-6321
Telephone Facsimile

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

DATED at Ottawa this **1** day of **March**, **2023**.

Vendor's Solicitors:
Kelly Santini LLP
2401-160 Elgin Street
Ottawa, Ontario
K2P 2P7
Attn: Lawrence Silber
Telephone:(613) 238-6321
Fax: (613) 233-4553

VALECRAFT HOMES LIMITED

Per: _____
Authorized Signing Officer
I/We have the authority to bind the Corporation.

3. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the *Condominium Act, S.O. 1998, C.19*, the regulations thereunder and any amendments thereto (the **"Act"**) and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:

(a) **"Agreement"** shall mean this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;

(b) **"Closing Date" Closing shall** mean that date established in paragraph 2 (e) ,

(c) **"Condominium"** shall mean the property and the building constructed or to be constructed by the Vendor on the Property;

(d) **"Condominium Documents"** shall mean the Creating Documents (as hereinafter defined), the by-laws and rules of the Condominium, the disclosure statement and budget statement, as may be amended from time to time and other documents more particularly described in **Schedule "F";**

(e) **"Occupancy Date" shall mean the date set out in Paragraph 2(a), (b), (c), (d) and (e).**

(f) **"Corporation"** shall mean the Condominium Corporation created upon registration by the Vendor of the Creating Documents;

(g) **"Creating Documents"** means the declaration and description (as such terms are defined in the Act), which are intended to be registered against title to the Condominium and which will serve to create the Condominium, as may be amended from time to time;

(h) **"Interim Occupancy"** shall mean the period of time from the Occupancy Date to the Closing Date;

(i) **"Occupancy Licence"** shall mean the terms and conditions by which the Purchaser shall occupy the Unit during Interim Occupancy as set forth in **Schedule "S"** hereof;

(j) **"Occupancy Fee"** shall mean the sum of money payable monthly in advance by the Purchaser to the Vendor and calculated in accordance with **Schedule "S"** hereof; and

(k) **"Property"** shall mean the lands and premises upon which the Condominium is constructed or shall be constructed legally described as Part of Block 147, Plan 4M-1290, City of Ottawa.

(l) **"ONHWP Act"** shall mean the *Ontario New Home Warranties Plan Act R.S.O. 1990* the regulations thereunder and any amendments thereto administered by TARION WARRANTY CORPORATION;

(m) **"Warranty"** shall mean the warranties provided to the Purchaser and administered by Tarion Warranty Corporation.

Decor Package

4. The Purchase Price shall include those items listed on **Schedule "B" and/or "B1A"**, attached hereto. The Purchaser acknowledges that only the items set out in **Schedule "B" and/or "B1A"** are included in the Purchase Price and that the common elements and model suite furnishings, decor, upgrades, artist's renderings, scale model(s), improvements, mirrors, drapes, tracks and wall coverings are for display purposes only and are not included in the Purchase Price unless specified in **Schedule "B" and/or "B1A".** The Purchaser agrees to attend and notify the Vendor of its choice of finishes and additional upgrades within 14 days of this Agreement becoming unconditional. In the event colours and/or finishes subsequently become unavailable, the Purchaser agrees to re-attend at such time or times as requested by the Vendor or its agents, to choose from substitute colours and/or finishes. If the Purchaser fails to choose colours or finishes within the time periods requested, the Vendor may choose the colours and finishes for the Purchaser and the Purchaser agrees to accept the Vendor's selections. The Purchaser's failure to make such selection within such time shall be a cause for postponement of closing 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.

Deposits

5. The Vendor shall credit the Purchaser with interest at the prescribed rate on either the Occupancy Date or Closing Date at the Vendor's sole discretion on all money received by the Vendor on account of the Purchase Price from the date of deposit of the money received from time to time by the Vendor until the Closing Date. The Purchaser acknowledges and agrees that, for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence to the address of the Purchaser noted in paragraph 2(h) of this Agreement. The Purchaser further acknowledges and agrees that any cheques provided to the Vendor on account of the Purchase Price will be deposited and accordingly interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day rescission period as provided for in Section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor).

Purchaser Purchaser Vendor

Extras/Options/Colours

6. Any options, extras, finishings or colours specifically ordered or chosen by the Purchaser, whether or not identified on the attached Schedule "B1A", and supplied by the Vendor will be paid for by the Purchaser by way of an amendment to the Agreement and the purchase price will adjusted accordingly or as may otherwise be agreed upon in writing. If for any reason whatsoever this Agreement is not completed the Purchaser will be liable for payment of any work performed under the terms of the paragraph and all monies paid by the Purchaser to the Vendor pursuant to this paragraph shall be retained by the Vendor. The Purchaser further agrees that if this Agreement is not completed as aforesaid and if the Vendor deems it necessary to return to the Vendor's standard colours or to remove any options and/or extras, finishings or colours specifically ordered or chosen by the Purchaser and already performed by the Vendor, then the Purchaser will pay to the Vendor, on demand, the cost of returning the said options and/or extras, finishings or colours to the Vendor's standard. The Purchaser acknowledges that all colour selections must be completed within the time frames established by the Vendor at the time of execution of this Agreement failing which the Vendor may at it's discretion choose any colours or finishings necessary to complete the construction schedule. The Purchaser agrees that if any option and/or upgrade ordered by the Purchaser is not reasonably available during construction so that the Vendor, by seeking to obtain it, would be delayed in the construction, the Vendor may so notify the Purchaser and, if reasonably possible in the option of the Vendor, provide the Purchaser with an opportunity to make an alternative selection within such time frame as the Vendor shall determine. If at the time of closing, for any reason, any option and/or upgrade or finishings has been omitted, the Vendor, at its option shall be entitled to install the option and/or upgrade or finishings after closing or to credit the Purchaser on the Date of Closing with the amount the Purchaser paid for such option and/or upgrade or to refund such amount subsequent to the Date of Closing, and the Vendor's liability shall in any event be limited to the said amount. The Purchaser further agrees that if any reason the Vendor has submitted a price either on a Schedule "B1A" or a change order and recognizes at any time that the price was in error, whether the item has been accepted or not on or before closing, the Vendor will have the option to delete the change if it is possible, at the discretion of the Vendor, before closing and credit the Purchaser with the amount of submitted price or, in the event that it is not possible, in the discretion of the Vendor, to delete the change, the Purchaser will pay the correct adjusted price that the Vendor request either before closing or as an adjustment/addition on the statement of adjustments at closing.

Residency of the Purchaser

7. The Purchaser represents and warrants that the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act of Canada. If the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, Canada (the "ITA"), the Vendor shall be entitled to withhold and remit to Revenue Canada the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA.

Adjustments

8.

(a) The following shall be apportioned and allowed to the Date of Closing, the Date of Closing itself to be apportioned to the Purchaser:

(i) Interim occupancy fees;

(ii) Realty taxes including local improvements which shall be adjusted as if the Property had been fully completed, separately assessed (including any supplementary assessment with respect thereto) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for full the calendar year in which the transaction is completed, notwithstanding the same may not have been levied or paid on the Closing Date, subject to re-adjustment upon the actual amount being ascertained provided all amounts so collected shall either be remitted to the relevant taxing authority on account of the Unit or held in trust by the Vendor pending receipt of final tax bills for the Unit, following which said realty taxes shall be readjusted in accordance with subsections 80(8) and (9) of the Act;

(iii) Interest on deposits in accordance with section 2 of this Agreement where applicable;

(iv) Common element expenses for the month in which the Date of Closing occurs; and

(b) The Purchaser shall, in addition to the Purchase Price, pay for the fee for enrolment of the Unit with the Tarion Warranty Corporation.

(c) The Purchaser shall, in addition to the Purchase Price, pay the following amounts to the Vendor on the Date of Closing:

(i) If there are chattels involved in this transaction, the allocation of the value of such chattels shall be estimated where necessary by the Vendor and retail sales tax thereon may be collected and remitted by the Vendor.

(ii) Any other taxes imposed on the Unit and or the Parking Unit by the federal, provincial or municipal government.

(iii) A credit in favour of the Vendor equal to the amount by which any approving authority or public utility corporation in effect as of the date upon which the Vendor has obtained a building permit to construct the Unit, exceed the amount of such Development Charges, newly imposed levies, education development charges which were in effect as of the date upon which the Purchaser executed the within Agreement.

(d) Notwithstanding anything contained in this Agreement including any addendum hereto, as to payment of property taxes, the Purchaser acknowledges that he is responsible for ensuring that the Unit 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 Unit(s).

Purchaser Purchaser Vendor

(e) The Purchaser agrees to deliver to the Vendor on the Date of Closing a series of 12 post-dated cheques payable to the Condominium Corporation for the monthly common expenses payable in respect of the Property, commencing the first day of the month following the Date of Closing.

(f) The Purchaser agrees to pay an administrative fee of $25.00 for any cheque that is delivered to the Vendor and that is not accepted by the Vendor's bank for any reason.

(g) The Purchaser agrees to pay Two Hundred and Twenty Five ($225.00) dollars plus HST to the Vendor's Solicitor representing the cost of preparation of the Unit Transfer.

(h) The Purchaser agrees to pay all charges imposed upon the Vendor or the Vendor's Solicitor by the Law Society of Upper Canada upon registration of a Transfer/Deed of land or Charge/Mortgage of Land or any other instrument.

(i) The parties acknowledge and agree that the Purchase Price is inclusive of the federal harmonized sales tax (the "HST."), if any, payable pursuant to the Excise Tax Act (Canada) (the "HST Act") and that the actual consideration for the Unit, exclusive of any extras, requested changes, or adjustments as herein provided, is the amount derived by subtracting the HST payable with respect to the within transaction of purchase and sale (less all refunds, credits and rebates available to the Purchaser pursuant to the HST Act, including without limiting the generality of the foregoing the HST New Housing Rebate) from the Purchase Price (the "Consideration"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration in Box (4) of the transfer/deed of the Unit that the Vendor delivers to the Purchaser on the Closing Date.

(j) In consideration of the Purchase Price being inclusive of HST, if any, the Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights he may have on closing or thereafter to any rebates, refunds or credits available with respect to the within transaction of purchase and sale pursuant to the HST Act, including without limiting the generality of the foregoing in the event that the Purchaser qualifies for same, the HST New Housing Rebate. In the event that the Purchaser qualifies for the HST New Housing Rebate, the Purchaser acknowledges having received credit from the Vendor for the amount of the HST New Housing Rebate to which the Purchaser is entitled pursuant to the HST Act, and having assigned the said rebate to and in favour of the Vendor, and directs the Vendor to indicate same in any documentation pertaining to the said rebate.

(k) Subject to Subparagraph 8(m) below, the Purchaser covenants and agrees that he shall forthwith at and during the Interim Occupancy and following the completion of the within transaction of purchase and sale, personally occupy the Unit or cause one or more of his relations (as defined in the HST Act) to occupy the Unit as his or their primary place of residence (as defined in the HST Act for such period of time as shall then be required in order to entitle the Purchaser to any such rebates, refunds or credits pursuant to the HST Act.

(l) Subject to Subparagraph 8(m) below, the Purchaser covenants and agrees to deliver to the Vendor on or before the Closing Date, any and all documentation and/or application forms as the Vendor shall request, from time to time, in order to facilitate the aforesaid assignment, including without limiting the generality of the foregoing, an independent form of the Purchaser's covenant set forth in Subparagraph 8(k) above.

(m) In the event that the Purchaser shall for any reason fail to qualify for the HST New Housing Rebate, (the "Rebate") or in the event that the Rebate is reduced or cancelled the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had he so qualified for the said rebate or in the amount by which the Rebate has been reduced and in the event that such failure to qualify or such reduction is known on or before the Closing Date, the Vendor shall be credited in the statement of adjustments with such amount on the Closing Date and the Purchaser shall be relieved of his covenant under Subsection 8(k) and the obligation to deliver an independent form of such covenant under Subsection 8(l).

(n) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the HST Act.

(o) The Purchaser further agrees that in the event that the Vendor has provided the Purchaser with a price for an item either on Schedule "B1A" or on a change order, and it is determined that the price is incorrect, the Vendor shall have the right, if possible in the sole opinion of the Vendor, to remove or delete the change and provide the Purchaser with credit for the amount paid by the Purchaser or if it is not possible in the sole opinion of the Vendor, to remove or delete the change, the Vendor shall have the right to charge the Purchaser the correct amount for the item and either require payment at that time or be paid by way of a credit to the Vendor on the Statement of Adjustments, and the Purchaser shall pay such additional amount as required by the Vendor.

Title

9. The Vendor or its Solicitor shall notify the Purchaser or his Solicitor following registration of the Creating Documents so as to permit the Purchaser or his Solicitor to examine title to the Unit (the **"Notification Date"**). The Purchaser shall be allowed twenty (20) days from the Notification Date (the **"Examination Period"**) to examine title to the Unit at the Purchaser's own expense. If within the Examination Period, 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 negotiations in respect of such objections, be null and void and the deposit monies together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit.

Purchaser Purchaser Vendor

10. The Purchaser hereby agrees not later than sixty (60) days prior to the Closing Date to submit to the Vendor or its Solicitor written confirmation as to how the Purchaser intends to take title to the Unit, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Closing Date engrossed in the name of the Purchaser as shown on the face of this Agreement.

11. (a) 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 as set out in **Schedule F ;**

(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 any agreement with any governmental authority having jurisdiction over the Property including and any subdivision, site plan, development, development deferral fee or other agreements with any municipal or governmental authority or public or private utility 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 and use of the Unit for residential accommodation and any and all agreements on title in favour of Ottawa Community Lands Development Corporation;

(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 system and any easements, rights of way or licenses, rights or agreements or Joint Use Agreements and Cost Sharing Agreements which may be required with respect to adjoining or neighbouring land owners; and

(iv) any restrictions, covenants or conditions registered or to be registered on title to the Property, and the Purchaser acknowledges reviewing the conditions, restrictions and covenants set out in Schedule "A".

(b) The Purchaser shall satisfy himself as to the due compliance with the provisions of any such agreements or instruments listed in subparagraph 11(a) hereof and the Vendor shall not be required to provide any letters of compliance, releases or discharges with respect to same;

(c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 11(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Occupancy and/or the Closing Date; and

(d) The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.

12. The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Occupancy and/or the Closing Date and shall be entitled to register a Notice of Lien against the Unit any time after the Occupancy and/or the Closing Date.

13. The Purchaser acknowledges that the Unit may be encumbered by mortgages which are not intended to be assumed by the Purchaser and that the Vendor shall not be obliged to obtain and register (partial) discharges of such mortgages insofar as they affect the Unit on the Closing Date. The Purchaser agrees to accept the Vendor's solicitors undertaking to obtain and register (partial) discharges of such mortgages in respect of the Unit, as soon as reasonably possible after the Closing Date subject to the Vendor or its solicitors providing to the Purchaser or the Purchaser's Solicitor the following:

(a) a mortgage statement or letter from the mortgagee(s) confirming the amount, if any, required to be paid to the mortgagee(s) to obtain (partial) discharges of the mortgages with respect to the Unit;

(b) a direction from the Vendor to the Purchaser to pay such amounts to the mortgagee(s) (or to whomever the mortgagees may direct) on the Closing Date to obtain a (partial) discharge of the mortgage(s) with respect to the Unit; and

(c) an undertaking from the Vendor's Solicitor to deliver such amounts to the mortgagees and to register or cause to be registered, the (partial) discharge of the mortgages with respect to the Unit upon receipt thereof and to advise the Purchaser or the Purchaser's Solicitor concerning registration particulars.

Purchaser Purchaser Vendor

14. The Purchaser covenants and agrees that he/she is a "home buyer" within the meaning of the *Construction Lien Act*, R.S.O. 1990, c.C.30. and will not claim any lien holdback on the Occupancy Date or Closing Date. The Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Occupancy Date nor the Closing Date shall be delayed on that account.

The Planning Act

15. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Closing Date.

Purchaser's Covenants, Representations and Warranties

16. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Condominium and the Condominium Documents. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Closing Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement.

17. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumbrance against the Property, Unit or the Condominium. Should the Purchaser be in default of his obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of paragraph 27 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Property, Unit or the Condominium and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a solicitor and client basis).

18. The Purchaser covenants and agrees with the Vendor not to list for sale, advertise for sale, offer for lease, offer for sale, sell, lease, transfer or assign his interest under this Agreement or in the Unit, at any time prior to the Closing Date without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.

    If the Purchaser should die prior to the Closing Date, the Vendor shall at its option be entitled to declare this Agreement null and void and upon so doing shall return all monies paid on account of the Purchase Price hereunder to the personal representatives of the Purchaser with interest as provided in the Act and without deduction, other than the cost of putting the premises back into their original state, except for reasonable wear and tear, and except for any extras ordered by the Purchaser.

19. The Purchaser covenants and agrees that he shall not object to nor oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillary thereto relating to the development of the Property. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.

20. The Purchaser covenants and agrees that he shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration office and model units, and the display of signs located on the Property.

21. All of the Purchaser's covenants, warranties and obligations contained in this Agreement shall survive the closing of this transaction, and shall remain in full force and effect notwithstanding the transfer of title of the Unit to the Purchaser.

Termination without Default

22. In the event this Agreement is terminated through no fault of the Purchaser, all deposit monies paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser; provided however, that the Vendor shall not be obligated to return any monies paid by the Purchaser as an Occupancy Fee or for optional upgrades, changes or extras ordered by the Purchaser. In no event shall the Vendor or its agents be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any monies paid to the Vendor for optional upgrades, changes, extras, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor as a complete defence to any such claim.

Purchaser Purchaser Vendor

Right of Entry

23. Notwithstanding the Purchaser occupying the Unit on the Occupancy Date or the Closing Date, as applicable, the Vendor or any person authorized by it shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements in order to make inspections or to do any work or replace therein or thereon which may be deemed necessary by the Vendor in connection with the Unit or the common elements and such right shall be in addition to any rights and easements created under the Act. A right of entry in favour of the Vendor for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed provided on the Closing Date and acknowledged by the Purchaser at the Vendor's sole discretion.

Tarion Warranty Corporation

24. The Vendor covenants that upon completion of this transaction a warranty certificate for the Unit will be requested by the Vendor from the Tarion Warranty Corporation so that the certificate may be provided to the Purchaser at the time of the Pre-delivery Inspection (PDI). The Vendor further covenants to provide to the Condominium Corporation a similar warranty certificate with respect to the common elements, if applicable. These shall be the only warranties covering the Unit and the common elements. The Purchaser acknowledges and agrees that any warranties or workmanship or materials in respect of any aspect of the construction of the Condominium including the Unit, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to only those warranties deemed to be given by the Vendor under the *ONHWP Act* and shall extend only for the time periods and in respect of those items expressly provided in the *ONHWP Act*.

Inspection of the Unit

25. The Purchaser agrees to inspect the Unit upon the Vendor's request and with a representative of the Vendor at a date and time set by the Vendor and at least five(5) to ten(10) days prior to the Occupancy/ Closing Date. The Purchaser agrees that only the Purchaser(s) or their signing designee(s) shall be present at this inspection. At the time of such inspection, the Purchaser, or their signing designate, shall execute a certificate of completion and possession ("CCP") and will be provided on a Pre-delivery Inspection Form a list of all outstanding items, defects in workmanship or materials and incomplete items in the Unit. Except as to those items specifically listed, the Purchaser shall be deemed to have acknowledged that the Unit has been substantially completed in accordance with this Agreement, and the Purchaser shall be deemed conclusively to have accepted the Unit. The Unit shall be deemed to be substantially completed when the interior work has been finished to the minimum standards allowed by the Municipality so that the Unit may be lawfully occupied notwithstanding that there remains other work within the Unit and/or common elements to be completed. The Purchaser shall not occupy the Unit until the Municipality has permitted same or consented thereto, if such consent is required, and the Occupancy Date shall be postponed until such required consent is given. The Purchaser shall not require the Vendor to provide or produce an occupancy permit, certificate or authorization from the Municipality, and the Purchaser shall satisfy himself or herself in this regard. The Purchaser acknowledges that failure to complete the common elements before the Occupancy Date shall not be deemed to be failure to complete the Unit, and the Purchaser agrees to complete this transaction notwithstanding any claim submitted to the Vendor and/or to Tarion Warranty Corporation in respect of apparent deficiencies or incomplete work provided, always, that such incomplete work does not prevent occupancy of the Unit as otherwise permitted by the Municipality.

The Purchaser shall not enter into the unit prior to the Occupancy/ Closing Date without the written consent of the Vendor.

Purchaser's Default

26. (a) Upon default of the Purchaser of any of the covenants, representations, warranties, acknowledgments and obligations to be performed under this Agreement including, without limitation, any and all covenants contained in the Occupancy Licence, and such default continues for five (5) days after written notice thereof has been given to the Purchaser or the Purchaser's Solicitor, by the Vendor or its Solicitor, then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the right to declare this Agreement null and void and in such event all deposit monies paid hereunder (including all monies paid to the Vendor with respect to extras or changes to the Units ordered by the Purchaser) shall be the absolute property of the Vendor, in any event, and without prejudice to or limiting the rights of the Vendor, the Vendor may also claim for damages in excess of the deposit monies so retained by the Vendor. If the Purchaser has taken possession of the Unit, the Purchaser shall immediately vacate the Unit and the Vendor shall be at liberty to sell the Unit with or without re-entry. If the Vendor is required to pay any lien, execution or encumbrance to obtain a mortgage advance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid.

(b) Notwithstanding subparagraph (a) above, the Purchaser acknowledges and agrees that if any amount, payment and/or adjustment which are due and payable by the Purchaser to the Vendor pursuant to this Agreement are not made and/or paid on the date due, then such amount, payment and/or adjustment shall, until paid, bear interest at the rate equal to Prime plus five (5%) percent per annum above the bank rate as defined in subsection 19(2) of Ontario Regulation 48/01 to the Act at the date of default.

Purchaser Purchaser Vendor

Construction of Dwelling

27. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any elevations, building specifications or site plans of any part of the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications or reverse layout, provided the substituted materials are in the judgment of the Vendor's architect, whose determination shall be final and binding, of equal or better quality. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.

Executions

28. The Purchaser agrees to provide to the Vendor's Solicitors on the Occupancy/ Closing Date a clear and up-to-date Execution Certificate confirming that no executions are filed at the local Land Titles Office against the individual(s) in whose name title to the Unit is being taken.

Risk

29. The Unit shall be and remain at the risk of the Vendor until the Closing Date. If any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion either terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor, if any, together with any interest required by law to be paid, or make such repairs as are necessary to complete this transaction, it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

General

30. The Vendor shall provide a statutory declaration on the Closing Date that it is not a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*.

31. The Vendor and Purchaser agree to pay the costs of registration of their own documents and any tax in connection therewith, provided the Purchaser shall pay the costs of registration of any charge/mortgage to be given or assumed pursuant to this Agreement.

32. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

33. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and assigns.

34. (a) The Purchaser acknowledges that, notwithstanding anything contained in any brochures, drawings, plans, advertisements, or other marketing materials, or any statements made by the Vendor's sale representatives, there is no warranty or representation contained herein on the part of the Vendor as to the area of the Unit or any other matter. The Purchaser further acknowledges that any dimensions or other data shown on such marketing materials are approximate only and that the Purchaser is not purchasing the Unit on a price per square foot basis. Accordingly, the Purchaser shall not be entitled to any abatement or refund of the Purchase Price based on the precise area of the constructed Unit.

(b) The Purchaser acknowledges that the size of the Unit as represented by the sales literature is measured in accordance Bulletin 22 of ONHWP, and accordingly, may differ from measurements made using the unit boundaries set out in the Declaration. NOTE: Actual usable floor space may vary from the stated floor area. Floor area measurements were calculated on the middle floor, such that units on lower floors may have less floor space due to thicker structural members, mechanical rooms, etc. while units on higher floors may have more floor space.

(c) The Purchaser acknowledges that the sketch of the Unit set out in **Schedule "H"** is a preliminary sketch and that the finished unit may contain mechanical, structural and or electrical ducts and/or columns and heating and cooling bulkheads as required by the electrical, structural and/or mechanical engineers and the Unit will contain an air handler and hot water heater which will be subject to rental agreements and the charges for same shall be the responsibility of the Purchaser.

(d) The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement shall be validly made by the Vendor upon the Purchaser, by a representative of the Vendor attending at the Land Registry Office in which title to the Condominium is recorded at 12:00 noon on the Closing Date as the case may be and remaining there until 12:30 p.m. and is ready, willing and able to complete the transaction. In the event the Purchaser or his Solicitor fails to appear or appears and fails to close, such attendance by the Vendor's representative shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank; and

Purchaser Purchaser Vendor

(e) It is further provided that, notwithstanding subparagraph 34(a) hereof, in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Closing Date, as applicable, that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.

36. In the event that the electronic registration system (hereinafter referred to as the **Teraview Electronic Registration System** or **TERS**) is operative in the applicable Land Titles Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail, namely:

(a) The Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as 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 Unit and the release thereof to the Vendor and the Purchaser, as the case may be:

(i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and

(ii) shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Document Registration Agreement.

(c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled Closing Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, upon payment of a fee as determined by the Vendor's solicitor, acting reasonably.

(d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.

(e) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original including electronic transmission through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.

(f) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendors solicitor has:

(i) delivered all closing documents, keys and/or funds to the Purchasers solicitor in accordance with the provisions of the Document Registration Agreement; and

(ii) advised the Purchasers solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and

(iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendors solicitor without the cooperation or participation of the Purchasers solicitor, and specifically when the completeness signatory for the transfer/deed has been electronically signed by the Vendors solicitor;

without the necessity of personally attending upon the Purchaser or the Purchasers solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

37. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

38. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.

39. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.

Purchaser Purchaser Vendor

40. The Purchaser acknowledges that the Vendor may from time to time lease any and all unsold units in the Condominium for residential purposes and this paragraph shall constitute notice to the Purchaser as registered owner of the Unit after the Closing Date pursuant to the Act.

41. If any documents desired or required to be executed by the Purchaser in connection with this transaction are done so by the Purchaser's lawful attorney, then the Power of Attorney instrument must be provided in duplicate to the Vendor's solicitor, on or before the Closing Date, accompanied by a Statutory Declaration of the Purchaser's solicitor, unequivocally confirming that said Power of Attorney has not been revoked as of the Closing Date. On the Closing Date, the Purchaser's solicitor must arrange for registration of the Power of Attorney instrument in the Land Registry Office in which title to the Condominium is recorded, and provide a duplicate registered copy of said Power of Attorney to the Vendor's solicitor, together with a further Statutory Declaration that the Power of Attorney has not been revoked as at the Closing Date.

Notices

42. Any notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post or facsimile transmission to the attention of the Purchaser or to the Purchaser's Solicitor to their respective addresses indicated herein or to the address of the Unit after the Occupancy Date and to the Vendor at 210 – 1455 Youville Drive, Ottawa, Ontario, K1C 6Z7 or to the Vendor's Solicitor at the address indicated in this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand or one day following facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and holidays.

Cause of Action

43. The Purchaser shall not have any claim or cause of action (as a result of any matter or thing arising under or in connection with this Agreement) against any person or other legal entity, other than the person or entity named as the Vendor in this Agreement, even though the Vendor may be found to be a nominee or agent of another person, firm, corporation or other legal entity and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action or proceeding brought by the Purchaser to assert any of such rights, claims or causes of action.

Economic Viability

44. Notwithstanding the provisions of paragraph 2 hereof, the completion of the transaction contemplated by this Agreement is conditional upon the Vendor being satisfied on or before December 1, 2019, in its sole and absolute discretion, with the economic feasibility and viability of proceeding with sales of units in the development, failing which this Agreement shall be null and void and the deposit or deposits returned to the Purchaser with interest in accordance with the Act and without deduction, and this condition shall be deemed satisfied and waived by the Vendor in the event that the Vendor does not post or deliver notice to the contrary to the Purchaser or his Solicitor on or before December 1, 2019, provided the Vendor may unilaterally extend this condition for not more than two (2) periods of up to three (3) months each and provided the Vendor gives notice post-marked on or before the expiry of this condition or any renewal thereof. The Purchaser further acknowledges that these conditions are for the sole benefit of the Vendor and may be waived by the Vendor at its sole and absolute discretion at any time in whole or in part without notice to the Purchaser.

Notice/Warning Provisions

45. The Purchaser acknowledges that the Condominium will be developed in accordance with requirements which may be imposed by the City of Ottawa together with any regional, provincial, federal and/or other governmental authorities or agencies which may have jurisdiction over the Condominium including without limitation and the Ministry of the Environment (the "Governmental Authorities") and that the proximity of the Condominium to major roadways, may result in noise exposure levels exceeding the noise criteria established by the Governmental Authorities and despite inclusion of noise control features in the Condominium, if necessary, noise and vibration levels from any of the aforementioned sources may continue to be of concern, occasionally interfering with some activities of dwelling owners in the Condominium. The Governmental Authorities, or their successors and assigns, have rights-of-way or lines within 300 meters of the Property. There may be alterations to, or expansion of the facilities on such right-of-way or lines in the future, including the possibility that the Governmental Authorities, or their successors and assigns, may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. The Governmental Authorities and the Vendor will not be responsible for any complaints arising from the use of such facilities or operations on, over, or under the said rights-of-way. Notwithstanding the foregoing, the Purchaser agrees to complete the purchase transaction and acknowledges and agrees that warning clauses similar to the foregoing, subject to amendment and enlargement by any wording or text recommended by the Vendor's noise consultants or by any of the Governmental Authorities may be applicable to the Condominium and/or may be registered on title to the Condominium and if required, the Purchaser agrees to acknowledge any such warning clauses.

Pre-Approval

46. This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion with the credit worthiness of the Purchaser. The Vendor shall have ten (10) days from the date of acceptance of this Agreement by the Vendor to satisfy itself with respect to such credit worthiness. This condition is included for the sole benefit of the Vendor and may be waived by it, at its sole option, at any time. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds as the Vendor may require to determine the Purchaser's credit worthiness within ten (10) days of a written request for same from the Vendor.

Purchaser Purchaser Vendor

The Vendor must notify the Purchaser in writing that this condition has not been waived or satisfied prior to midnight on the 10th day following the date of acceptance of this Agreement by the Vendor, failing which the Vendor shall been deemed to have waived said condition and this Agreement shall be firm and binding. If the Vendor so notifies the Purchaser in writing that the condition has not been satisfied or waived, this Agreement shall be null and void and all deposit monies shall be returned to the Purchaser in full without deduction and together with any interest required by law to be paid. The Purchaser acknowledges that it may be necessary for the Vendor to obtain credit or other information in order to satisfy itself as to the Purchaser's credit worthiness and authorizes the Vendor to obtain any consumer reports or other information it may require and any consumer reporting agency or credit bureau is hereby authorized to release such information as the Vendor may request.

Vendor not Registered Owner

47. It is understood and agreed by the parties hereto that the Vendor may not be the registered owner of the property on closing, and if such is the case, the Vendor hereby warrants that it has (or will have by the closing date) the unconditional ability and authority to cause and direct registered title to the property to be conveyed from the registered owner thereof directly to and in favour of the Purchaser, and the Purchaser correspondingly agrees to accept title from the registered owner of the property (and to accept such owner's title covenants in lieu of the Vendor's), in the event that the Vendor is not the registered owner of the property on closing.

Development Charges

48. The purchase price shall be increased or adjusted as of closing by any increase in existing or newly inposed 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.

49. 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.

Purchaser

Purchaser

Vendor

SCHEDULE "A"

DEERFIELD VILLAGE 2
COVENANTS, RESTRICTIONS AND NOTICES

Attached to and forming Part of this Agreement of Purchase and Sale for

Unit V49 **Level:** 1 **Builder's Reference No:** V49

Municipal Addres 615-E Tranquil Stream Private, Ott., Ont.

Plan No: Part of Block 147, Plan 4M-1290, 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:

Purchaser Purchaser Vendor

(d) 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.

(e) 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

(a) 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

(b) 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.

(h) 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.

(i) 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.

(j) **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:

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

Purchaser Purchaser Vendor

(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.

The purchaser hereby acknowledges that they have been advised of the information set out in Section 2 of this Schedule "A" and confirm that they are aware that this information may change as a result of the municipal/City approval process.

Dated at **Ottawa, On** **this** **1** day of **March**, **2023**.

SIGNED, SEALED AND DELIVERED in the presence of

Purchaser — Birth Date: **December 26, 1936**

Witness:

Purchaser — Birth Date:

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

DATED at Ottawa this **1** day of **March**, **2023**.

Valecraft Homes Limited

Per: _____

Deerfield Village II

ENERGY STAR

SCHEDULE "B"
SPECIFICATIONS
CONDO FLATS
5000 Series

BUILDER'S REF #: V49

MODEL: 5101

CIVIC ADDRESS: 615-E Tranquil Stream Private, Ott., Ont.

Annexed to the Agreement of Purchase and Sale between VALECRAFT HOMES LIMITED and JG Rivard Limited

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

EXTERIOR FINISHES

- Combination stone and brick complete with concrete sills (smooth faced) and brick soldier course headers
- Maintenance-free siding with aluminium soffit and fascia as per plan Colour pre-selected by the Vendor
- Limited Lifetime warranty self-sealing fiberglass roof shingles
- Maintenance-free Low E Argon filled triple pane PVC vinyl windows with wood jamb extension throughout operable and non-operable as per OBC. Colour pre-selected by the Vendor
- Insulated steel clad unit entry door
- Single swing door w/wood jamb extension to balcony as per plan
- Screens on all operating windows and sliding patio door
- Weatherstripping on all exterior insulated doors and all operating windows
- Satin Nickel entrance passage set on unit entry door with security dead bolt or equivalent
- Poured concrete steel reinforced front entrance slab (broom finish) as per plan
- Concrete parging on all above grade concrete
- Decorative columns at front entranceway as per plan
- Exterior colour packages are pre-determined by the Vendor
- Maintenance free exterior decking

STRUCTURAL AND FRAMING:

- High density polyethylene drainage membrane
- Engineered Beams and Posts as per plan
- 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" or 2" x 6" studs as per plan
- Interior Walls 2" x 4" kiln dried studs @ 16" o/c
- Below Grade Exterior Walls 2" x 4" kiln dried studs @ 16" o/c full height
- Tongue and groove subfloor sheathing (joints screwed to joists throughout)
- Sound attenuation system between units
- 7/16" Engineered OSB roof sheathing c/w H-clips
- Pre-engineered roof trusses

INSULATION:

- Exterior walls: R-20 Fiberglass batt + R5 Continuous Insulated OSB Panel
- Party (common) wall: R-12 Fiberglass batt
- Attics: R-60 Fiberglass blown
- Floors over unheated space: R-31 Fiberglass batt or blown (3rd Floor Only)
- Exterior walls below Grade: R-12 Fiberglass batt + 2" closed cell spray foam
- 6 Mil polyethylene vapour barrier
- High density insulation under the footings (where required)

ELECTRICAL:

- Underground utility wiring including hydro, bell and cablevision
- 100 amp service with 48 circuit breaker panel
- Heavy duty receptacles for stove and dryer
- All interior plugs and switches "Decora" Style in white
- Smoke detectors & Carbon monoxide detector as per O.B.C.
- Ceiling light fixture in all bedroom suites with LED Bulbs
- Chrome vanity lighting fixture in all bathrooms with LED Bulbs
- Builder's standard Silver light fixture package supplied and installed by the Vendor with LED Bulbs

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.

PLUMBING AND FIXTURES:

- Vitreous China lavatory complete with single lever faucets in all bathrooms as per plan
- Double stainless steel kitchen sink with single lever chrome faucet and veggie sprayer
- Tankless hot water heater (rental) (rental fee is determined by utility company) (rental fee is determined by utility company)
- 5' fiberglass tub/shower combo with full height ceramic tiled walls w/self-sealing grout to ceiling in main bathroom as per plan
- 5'x3' acrylic shower base with full height ceramic tiled walls w/self-sealing grout to ceiling in ensuite bathroom as per plan
- Pressure balanced valves on all showers
- Hot and cold taps installed for automatic washer connection
- Low flush water conserving toilets
- Chrome towel bars, tissue holders and robe hook in all bathrooms
- White plumbing fixtures in all bathrooms
- Shut off valves on all hot/ cold water supply lines
- Sleeve for a future waterline to fridge

HEATING AND VENTILATION:

- Hydronic air handler with AC coil (heating & cooling system) and HRV & Humidifier
- All ductwork is cleaned prior to occupancy
- Enercare Smarter Home Essentials Package (complimentary for 3 years)
- Kitchen exhaust fan Microwave/Hood Fan combination (white) over range vented to exterior
- Third Party Energy Star Registration, testing and certification

FLOORING:

- 36 oz. quality broadloom in bedrooms c/w 11 mm foam underpadding. Choice of one colour of carpet throughout.
- Ceramic tile w/self-sealing grout at front entrance, bathrooms, kitchen/dinette,walk-in pantry/ storage,laundry room and mechanical room as per plan from Builder's Standard Selections
- 3 1/8" Engineered natural oak hardwood flooring in Living Room, Dining Room and Hallway as per plan.

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 and master bedroom
- Satin Chrome door hardware on interior doors
- Security deadbolt on entrance doors and balcony door as per plan
- Kitchen cabinetry with laminate countertops
- Vanities w/laminate countertops (including backsplash in same material) in all bathrooms
- Solid natural oak colonial spindles, posts, and/or handrail & brackets as per plan

INTERIOR FINISHES:

- Approximately 9' ceilings (except models 5101, 5102, 5104 8'-6" & model 5103 8'-0")
- Flat ceilings throughout
- 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
- Kitchen backsplash (6" x 6") ceramic tiled w/ self-sealing grout (from builder's standard)

APPLIANCES:

- 6 White Appliances including Fridge, Stove, Dishwasher, Spacesaver Microwave/Rangehood, Stacked 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 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.
6. Service location, tankless hot water heater and furnace location, specifications and material finishes may vary from model homes/ plans.
7. The number of steps required at entrances into the building may vary from the plans depending on grading requirements.
8. The purchaser understands that renderings and brochures are an artist's concept and that some variations may occur to the final finished product.
9. The Purchaser understands that vertical and horizontal chaseways may be required at wall corners and ceiling corners respectively in order to contain mechanical pipes as required.
10. The Purchaser understands that all Multi Media locations are approximate and vary from chosen locations.
11. 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.
12. Due to the natural composition of such materials as Granite and Marble, inherent variations in texture, colour and consistency are to be expected and considered normal. As such, the Purchaser agrees not to hold the Vendor liable for such variations.
13. The wood used in the finishing products of your home such as wood flooring, cabinetry 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.
14. 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.
15. 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).
16. 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

44986

DATE

LOT NUMBER: **V49**

VALECRAFT HOMES LIMITED

March 1, 2023

DATE

PROJECT: **DEERFIELD VILLAGE 2**

SCHEDULE 'D'

DEERFIELD VILLAGE PHASE 2 CONDOMINIUMS

Civic address 615-E Tranquil Stream Pvt. K1T 0W6

Block & Unit number V49

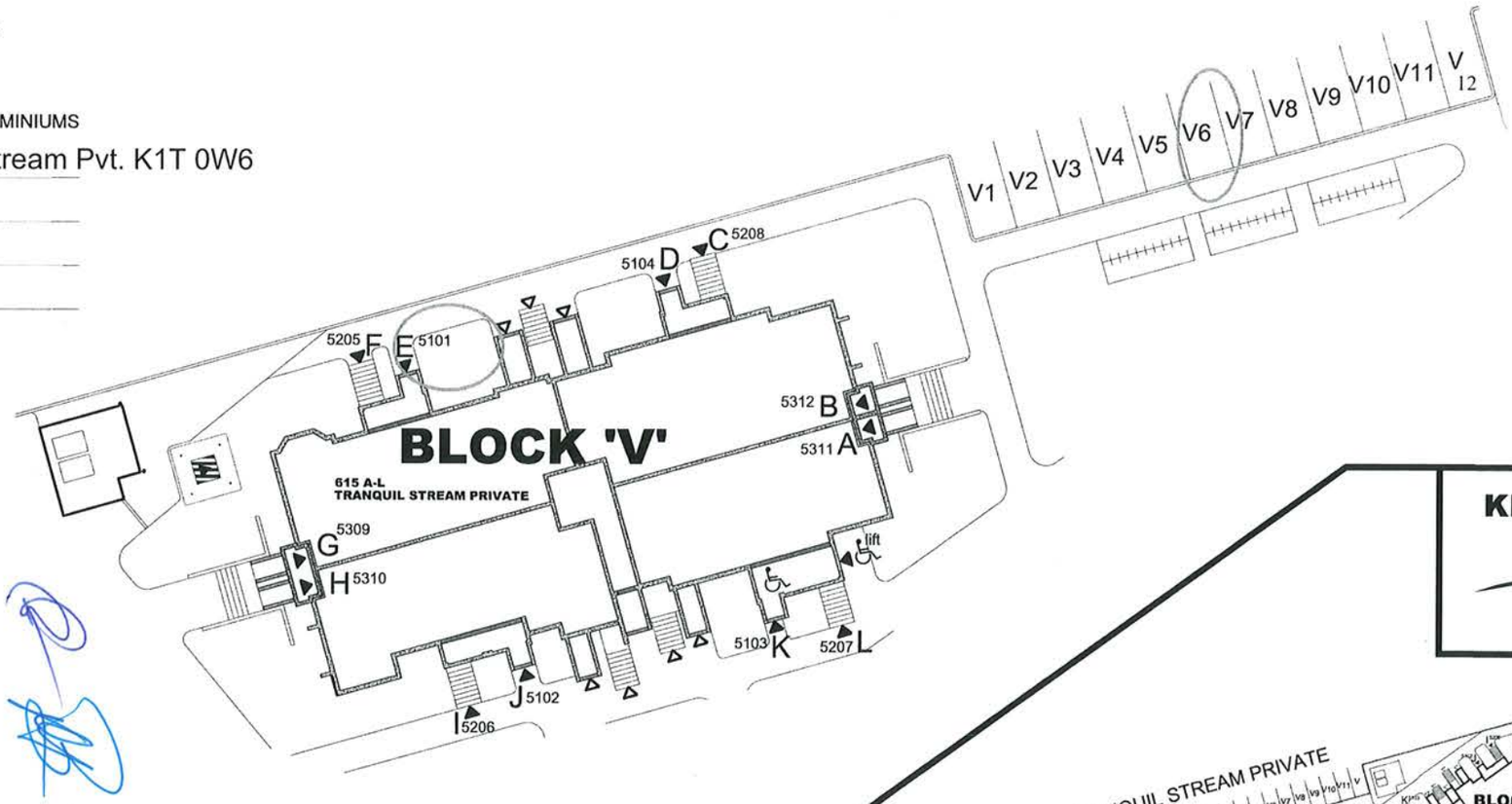
Purchasers: JG Rivard Limited

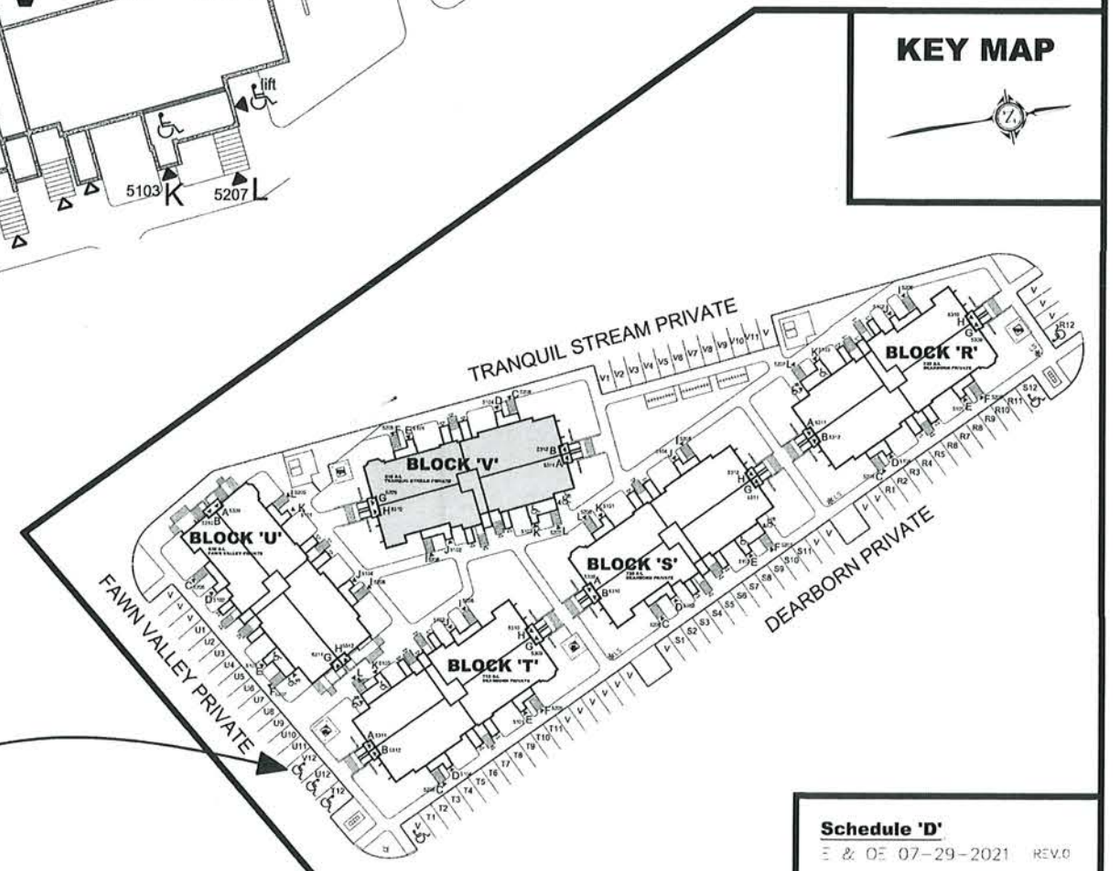
Date: March 1, 2023

LEGEND

- COMMUNITY MAIL BOX
- HYDRO TRANSFORMER
- FIRE HYDRANT
- BICYCLE PARKING
- REFUSE STORAGE
- LS LIGHT STANDARD
- MAIN ENTRANCE
- SECONDARY ENTRANCE
- V VISITOR PARKING

MODELS
5101-5104 = 1ST FLOOR
5205-5208 = 2ND FLOOR
5309-5312 = 3RD FLOOR





PARKING SPACE
FOR V12 ON
FAWN VALLEY PRIVATE

Valecraft Homes Ltd.

Schedule 'D'
E & OE 07-29-2021 REV.0