

# AGREEMENT OF PURCHASE AND SALE

**PURCHASER,** \* (full legal names), agree to purchase from the

**VENDOR, MILLENNIUM HOMES LIMITED,** the following

**REAL PROPERTY:** Municipal number \* fronting on the \* side of Parr Blvd. in  
the Township of Springwater, County of Simcoe and having a frontage of \* more or less by a  
depth of \* more or less legally described as Lot \*, / Part \*, on 51R-  
31353, Plan 51M-650 (legal description) (the "property").

**PURCHASE PRICE:** \* Dollars (CDN \$ \*)

## DEPOSITS:

Purchaser submits (\*herewith/upon acceptance) FIVE THOUSAND Dollars (CDN \$5,000.00) cash or negotiable cheque payable to MILLENNIUM HOMES LIMITED pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

This agreement is conditional upon the sale of the Purchasers' property, known as \* on or before midnight \*, failing which this Agreement shall become null and void, and the purchasers' deposit shall be returned to them in full without interest or deduction. This condition is included for the benefit of the purchasers and may be waived at their sole option.

PROVIDED FURTHER that the vendor may continue to offer the real property for sale, and in the event the vendor receives another bona fide offer satisfactory to it, the vendor may so notify the purchasers in writing by delivery to the purchasers or to the purchasers' address, or by fax to the purchasers' solicitor as hereinafter set out. The purchasers shall within 48 hours of delivery of such notice, notify the vendor in writing delivered to the vendor, or by fax to the vendor, to waive all of the conditions in this agreement, failing which this Agreement shall become null and void, and the deposit returned to the purchasers without interest or deduction, and the vendor shall be at liberty to accept a new offer.

Upon waiving the above noted sale condition, the purchasers agree to pay a further deposit of **\$20,000** in cash or certified cheque payable to the vendor pending completion or other termination of this agreement and to be credited towards the purchase price on closing. Upon such waiver, the parties hereto do hereby amend the Completion Date set out below to the 18<sup>th</sup> Thursday following the later of:

1. the date of said waiver, exclusive of the day of the waiver; and
2. the date of the issuance of a building permit for the subject home, exclusive of the day of issuance of the building permit.

In no event shall the Completion Date be earlier than the Completion Date set out below unless the parties otherwise agree.

After waiving the above noted sale condition and upon completion of the pouring of the footings for the dwelling to be constructed on the subject lands, the purchasers agree to pay a further deposit of **\$15,000** in cash or certified cheque payable to the vendor pending completion or other termination of this agreement and to be credited towards the purchase price on closing.

Purchaser agrees to pay the balance of the purchase price, subject to the usual adjustments, in cash or by certified cheque, to the vendor on completion of this transaction.

## SCHEDULE(S)

**A (Standard Features)**

**B (Ontario New Home Warranty Program)**

**C (Registered Restrictions)**

**D (Amendments to Schedule A)**

**E (Plans)**

attached hereto form part of this Agreement.

1. **CHATELS INCLUDED:** None
2. **FIXTURES EXCLUDED:** None
3. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: Hot Water Heater.
4. **IRREVOCABILITY:** This offer shall be irrevocable by (Vendor/Purchaser) until 5:00 p.m. on \*, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.
5. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on \*. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.
6. **NOTICES:** Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No: (905) 713-0168 (For delivery of notices to the Vendor)

FAX No: \* (For delivery of notices to the Purchaser)

7. **GST:** If this transaction is subject to Goods and Services Tax (G.S.T.), then such tax shall be included in the Purchase Price. If this transaction is not subject to GST, the Vendor agrees to certify on or before closing that the transaction is not subject to GST.

8. **TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. on \*, (Requisition Date) to examine the title to the property at his own expense and until the earlier of:

(i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or: (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (SINGLE FAMILY RESIDENTIAL)" may be lawfully continued and that the principal building may be insured against risk of fire. Vendor hereby consents to the municipality or other governmental agencies releasing to the Purchaser details of all outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

9. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities provided such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or registered utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against the risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objections going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.
11. **DOCUMENTS AND DISCHARGE:** Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registerable form on completion, Purchaser agrees to accept "Vendor's lawyers personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
12. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.
13. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.
14. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.
15. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of Vendor, and any Charge/Mortgage to be given back by Purchaser to Vendor at the expense of the Purchaser.
16. **RESIDENCY:** Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.
17. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day itself to be apportioned to Purchaser.
18. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or their respective lawyers who may be specifically authorized in that regard.
19. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
20. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, RSO 1990 unless Vendor's spouse has executed the consent hereinafter provided.
21. **UFFI:** Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Vendor's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

- 22. **CONSUMER REPORTS:** The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 23. **AGREEMENT IN WRITING:** If there is conflict between any provisions added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
- 24. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of title of the undersigned are bound by the terms herein.

DATED at \_\_\_\_\_ on \_\_\_\_\_  
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

----- (Seal) DATE:  
 (Witness) \* (purchaser)

----- (Seal) DATE:  
 (Witness) \* (purchaser)

It, the undersigned Vendor, hereby agrees to the above Offer.

DATED at \_\_\_\_\_ on \_\_\_\_\_  
 MILLENNIUM HOMES LIMITED (Vendor)

Joe Stewart (President)  
 Authorized Signing Officer

**ACKNOWLEDGEMENTS**

I acknowledge receipt of the vendor's signed copy of this accepted Agreement of Purchase and Sale:

Dated: \* \_\_\_\_\_  
 MILLENNIUM HOMES LIMITED (Vendor)

-----  
 Joe Stewart (President)

Address for Service and closing documentation for the vendor:

304 Kennedy Street West  
 Aurora, ON L4G 6L2

(905) 505-6614 cell with voice mail  
 (905) 713-0166 land line with voice mail  
 (905) 713-0168 fax  
 Email: joe@CustomBuild.ca

**Vendor's lawyer:** **Peddle and Pollard** **Attn: Kent Pollard**  
**Barristers & Solicitors**  
**102 – 15449 Yonge Street (905) 727-8354 (tel)**  
**Aurora, ON (905) 727-9395 (fax)**  
**L4G 1M6**

I acknowledge receipt of my signed copy of this Agreement of Purchase and Sale dated, \* \_\_\_\_\_, and I will forward a copy to my lawyer.

----- \* (Purchaser)  
 ----- \* (Purchaser)

Purchaser's Address for service: \*

Tel: \* Fax: \* Email: \*

Purchaser's Lawyer: \*  
 Address:

Tel: \* Fax: \* Email: \*

**SCHEDULE "A"****STANDARD FEATURES**

To form part of the Agreement of Purchase and Sale of Lot **\***, **Plan 51M-650**, municipally known as **\* Parr Blvd.**, Township of Springwater (formerly The Township of Vespra), and County of Simcoe:

Between:

**MILLENNIUM HOMES LIMITED**

Vendor

-and-

\*

Purchaser(s)

It is understood and agreed that the vendor will construct and complete upon said lot a dwelling in accordance with the Ontario Building Code and that the house will be built to conform substantially with the plans submitted to the Township of Springwater ("the Municipality") and to conform substantially with the attached plans except that the attached plans will supersede the plans submitted to the Municipality. A copy of the plans employed for sales purposes are attached to the within agreement as Schedule "E". Said plans are to remain the sole property of the vendor. The purchaser has no property in the plans.

The following will be supplied and installed by the vendor and are included in the purchase price unless stated otherwise:

**A. CONSTRUCTION**

1. Millennium Homes Limited warrants that it is registered with the Tarion Warranty Corporation (Registration No. 22927) and the aforementioned home to be built shall be enrolled therein. The cost \* (\$540 + GST for a sale price up to \$300,000 / \$594.00 + GST for a sale price up to \$350,000) for such enrolment to be reimbursed to the vendor by the purchaser on closing. A Homeowner Information Package is available from the Tarion Warranty Corporation and the vendor will deliver one to the purchaser at or before the Pre-Delivery Inspection.
2. Low maintenance all brick exterior wall covering as per the elevations shown in Schedule "E". Brick (the same brick as the rest of the house) quoins on the front corners and soldier course on the front openings of the house where conditions permit (no soldier course with 8' ceilings). \$125 per quoin and \$25 per opening for soldier course on balance of house if requested, in writing, by the purchaser. Limestone or precast concrete sills, at vendor's choice, under windows and doors that have brick up to the underside of them. Purchaser acknowledges and accepts that the said window and door sills may have mortar joints in them.
3. Low maintenance aluminum fascia, soffit, eavestroughing and rain water downspouts.
4. Poured concrete front porch.
5. Exterior walls to be 2" x 6" stud construction with R19 insulation; ceiling with R31 attic insulation; vaulted ceiling, if any, R20 insulation; basement wrap R12 insulation to 2 feet below outside grade. The basement insulation to be installed on the concrete wall by the vendor shall be installed within one year of the pouring of the basement walls. The specific timing of the basement insulation installation shall be at the vendor's discretion. The purchaser understands and accepts that the basement insulation may be installed after closing.
6. Truss Joist Silent Floor System with 23/32" OSB or 5/8" spruce plywood subfloor, at vendor's choice.
7. 9/12 pitch roof on every home.
8. 25 year self-sealing asphalt shingles with preformed metal valleys.
9. 8' ceilings on the main floor.
10. Doorways are 2'-8" wide or wider, where possible, to accommodate wheelchair access.
11. Stub walls in the master closet, where appropriate, to increase storage capabilities.

12. All windows to be white vinyl thermopane; all main floor and second floor, if any, windows to be casement style; garage window is a slider; all basement windows to be poured-in-place white vinyl sliders; all operating windows to have screens.
13. Insulated steel clad entry door systems on all exterior doors as shown on Schedule "E" unless otherwise chosen by the purchaser, in writing. All doors (except car garage doors) and windows are pre-engineered with weather stripping. Caulked on site.
14. 16' x 12' or like square footage (192 sf) deck.
15. Oversize standard 28' x 28' or like size (784 sf) garage with a stairway to the basement, 1 window and 1 rear man door.
16. 2 Low maintenance white insulated metal sectional roll-up 10' x 8' garage doors. Each colored garage door is an additional \$50 + GST. Available colors: dark brown, almond, sandstone (grey/taupe). Purchaser acknowledges and accepts that the installation of a garage door opener other than one installed by the manufacturer of the garage door voids the 1 year warranty on the garage door.
17. Unfinished basement except for the small area at the base of the basement stairs as per Schedule "E".
18. 8' high basement ceilings, 6" higher than the industry standard.
19. 30" high basement windows, where possible, that have been lowered, without window wells.
20. Poured concrete and/or concrete block foundation walls, at vendor's choice. Poured concrete floors in basement and garage. Purchaser acknowledges that cracks are likely to appear in the foundation walls and in the basement and garage floors and hereby accepts same. Garage floor is cut to control cracking. There will not be any parging and/or brush coat finish on the exposed concrete basement above grade.
21. Foundation drainage system with sump pump. No storm sewers. Community municipal water supply with septic sanitary system. No sanitary sewers. Natural gas. The purchaser acknowledges that a rental water heater will be supplied. The purchaser appoints the Vendor as his/her agent for purposes of entering the supplier's standard water heater rental agreement, if required. The rental agreement will take effect between the Purchaser and the supplier on the closing date. The Purchaser understands that rental information, including the supplier's standard rental terms and conditions and the current monthly rental rates (which may change from time to time), will be provided either at or prior to the time of closing or with the first rental bill.

## **B. PLUMBING**

1. Ledge backed double stainless steel kitchen sink with Moen single lever chrome faucet.
2. All main floor finished bathroom/washroom fixtures to be white including the main and master ensuite bathtubs which have a roof and are made of fiberglass with an acrylic finish. Upgraded master ensuite corner tub does not have a roof. All taps and accessories to be chrome. Pressure balanced water supply to control water temperature in main floor shower(s). All taps to be Moen single lever except laundry tub taps which are to have separate knobs for hot and cold plus separate hot and cold taps for clothes washer. Free standing plastic laundry tub, if any, shown on Schedule "E", to be 24" x 24".
3. One exterior hose bib located at rear of house plus one located in the garage.
4. Rough-in basement washroom (drains only) including toilet, sink and tub as shown on Schedule "E". Sewage basket included. No sewage ejection pump. The purchaser understands and accepts that should the vendor install a sewage ejection pump in the basement as an extra to this contract, then the check valve to do with said pump is likely to be noisier than the purchaser is accustomed to. The vendor shall not be required to replace said check valve or to try to reduce the noise in any way whatsoever.

**C. HEATING**

1. High efficiency gas fired forced air furnace with ducting for future air-conditioning. Gas hot water tank (rental to be assumed by purchaser).
2. White heat registers. Wall return air registers to be painted the same colour as the walls.
3. Vent for clothes dryer to outside.
4. Heat Recovery and Ventilation (HRV) system. The Purchaser understands and accepts that it is his/her responsibility to read and implement the instructions in the manual provided by the manufacturer of the HRV system. In general, the purchaser understands and accepts that inappropriate levels of humidity in the house can cause numerous problems such as those set out below:
  - a. too much humidity can cause excessive swelling of hardwood floors, window and door trim, nail/screw popping in the drywall and mould buildup; and
  - b. too little humidity can cause excessive drying of hardwood floors which then squeak, drying of window and door trim, nail/screw popping in the drywall

**D. ELECTRICAL**

1. 100 amp. electrical service with circuit breaker panel. Copper wiring throughout. G.F.I. circuits in bathrooms/washrooms. Heavy duty cable for stove and dryer. Electrical supply for dishwasher. All according to Hydro One Networks Inc. standards.
2. Interconnected electrical combination carbon monoxide / smoke detectors. One per floor.
3. Purchaser to supply his/her own electrical fixtures. Vendor agrees to install the electrical fixtures supplied by the purchaser, at the vendor's expense.

Notwithstanding the foregoing, the vendor agrees to supply and install a white variable speed range hood in the kitchen, door chimes and button, generic light fixtures in all bedroom, front hall, and mudroom, if any, closets, pot light over house number between garage doors, and a shower light in the main floor shower stall, if any, and the florescent light fixtures under the kitchen cupboard valance, if any. The purchaser understands and accepts that the range hood in the kitchen may be noisier than he/she is accustomed to even though it has a variable speed fan.

4. Vendor agrees to supply and install white plastic "keyless" light fixtures, at its expense, if the Purchaser so chooses instead of their own light fixtures. Purchaser agrees to have the electrical fixtures on site 10 business days (excluding Saturdays, Sundays and statutory holidays) prior to closing. Purchaser agrees to pay the Vendor \$50 plus GST for the one time installation of each standard simple ceiling fan, if any, plus a further \$50 + GST per switch for said fan.
5. Vendor agrees to supply and install white plastic "keyless" light fixtures, at its expense, if the Purchaser does not have the electrical fixtures on site within the aforesaid 10 day period or if the purchaser so chooses.
6. Ceiling light outlets in foyer, kitchen breakfast nook, if any, dining room area, if any, bedroom hallway, bedrooms and base of main stairs.
7. The top or the bottom of the wall outlets in the Great Room are to be switch controlled.
8. Wall light outlet above mirror in each of the bathroom/washrooms on the main floor as per Schedule "E".
9. Interior plug and switch covers to be white "Decora".
10. Exterior electrical included as though required by Hydro One Networks Inc.:
  - a. One plug in the wall beside the front door and one in the back below the kitchen sink window but above the deck, if any.
  - b. Light outlets:
    - a. 2 on front of garage; and
    - b. 2 at front entry; and
    - c. 2 at rear door to deck;

- d. 1 at rear/side door, if any, from garage.

Interior electrical included as though required by Hydro One Networks Inc.

- a. All bedroom, front hall and mudroom, if any, clothes closets (not linen closet) to have white generic light fixtures with a switch; and
  - b. Florescent valance lights under kitchen cupboard valance, if any, with a switch; and
  - c. Electrical box for light over the kitchen sink with a switch.
11. Two central vacuum outlets roughed-in on main floor in central location into the immediate area of the joist space of basement ceiling below.
  12. The only electrical plugs in the basement shall be those for the washer and dryer, if located in the basement, furnace, HRV system and sump pump.

**E. TELEPHONE AND TV (2 telephone and 2 TV included)**

1. The purchaser acknowledges and accepts that the subdivision is not serviced with cable TV such that the purchaser is responsible to obtain TV signal, at his expense, in some manner. The vendor agrees to install:
  - a. unconnected telephone wire from the hydro meter base to the hydro panel; and
  - b. 2 unconnected telephone outlets with blank covers individually wired from the hydro panel area to the outlet as selected by the purchaser unless already installed; and
  - c. 2 unconnected TV outlets with blank covers individually wired from the hydro panel area to the outlet as selected by the purchaser unless already installed.
2. The purchaser agrees to advise the vendor of his locations, if not already installed, for the telephone and cable TV outlets within 10 business days (as defined aforesaid) of signing this agreement.
3. The purchaser agrees to pay the vendor \$50.00 + GST for each additional telephone and/or cable TV outlet beyond those allowed aforesaid.

**F. WALL and CEILING FINISH, PAINT**

1. Drywall finish walls and ceilings. Flat white painted ceilings in all closets. The purchaser understands and accepts that drywall finished walls and-ceilings will show the joins (flashing) in some lighting conditions. Drywall finish does not produce the higher quality finish as does a plaster finish. The drywall itself has a paper finish. The joins in the drywall will have a smoother plaster type finish than the finish on the main part of the drywall.
2. White California knock-down ceiling finish in the foyer, kitchen, kitchen dining area, bedrooms, master walk-in closet, if any, bathrooms/washrooms, main floor laundry, if any, Great Room, separate Dining Room, if any, and hallway to the bedroom doors. Knock-down ceiling to have 6" clean perimeter border in the foyer ready for paint grade crown mould with the remaining knock-down ceilings to have 3" clean perimeter border.
3. The vendor, at the request of the purchaser within one year of closing, shall return to the property once to repair any popped drywall nails and/or screws. When completing said repair, the vendor shall be required to repaint (touch up the paint) only the area of the repair and not the entire wall. If the purchaser has applied some wall covering or some different paint from the original over the area of the popped nail and/or screw, then the vendor's only responsibility will be to repair the popped nail and/or screw.
4. Drywalled interior outside corners to be rounded bullnose. Some of the said outside corners may be square in order to facilitate the installation of a finishing product. e.g. the ceramic tile around the master tub.

5. Interior finished walls painted with one prime coat and one finish coat. Wall paint on the main floor to be one off-white color throughout kitchen, breakfast dining, laundry and washrooms. Wall paint on the balance of the main floor may be a different off-white color. All interior wood trim is to be painted white. The walls of all bedroom closets, including the master walk-in closet, if any, storage closets and linen closets are to be painted white.
6. Paint on exterior trim, if any, to be white. Paint on exterior of all exterior doors to be one color. Interior of all exterior doors are to be painted white.
7. Stained or natural finish on the main stair railing and on the spruce stringers of the main stairs. Purchaser to choose the colour of the stain from the vendor's samples
8. The vendor reserves the right to Architectural control of exterior colors, in its unfettered discretion.

## **G. FLOORING**

1. Ceramic tile in the front foyer, kitchen and main dining area of kitchen, master ensuite and master closet if the entrance to the master closet is directly from the master ensuite, main bathroom and main floor laundry, if any. The same ceramic tile as is installed on the floor of the master ensuite shall extend up the front of the tub with one row of the same tile around the tub. One row of ceramic "rope", from the vendor's samples shall be installed as the capping on the top of the single row of tile around the tub.
2. Quality 36 oz. broadloom with 7/16" underpad in living room, separate dining room, if any, all bedrooms, master closet if the entrance to the master closet is directly from the master bedroom , bedroom hallway, main stairs and the small area at the base of the main stairs. No carpet on the landing and/or stairs, if any, from the garage to the basement. The purchaser understands and accepts that Berber carpet is very coarse and very difficult to fit tightly so that there may be a space of up to ¼" wide where the carpet fits up against the stair stringer and/or railing nosing. Generally, the problem arises where Berber carpet butts up against a surface that does not have any baseboard or trim to cover the join.
3. The purchaser understands and accepts that should the optional hardwood flooring be installed, the hardwood will dry and/or expand with the amount of humidity in the house as the seasons change. As a result, there may be some natural cupping and/or cracking or creaking noises coming from the hardwood flooring as it is walked upon. The purchaser also understands and accepts that the hardwood must be installed perpendicular to the direction of the floor joists which run front to back of the house. Therefore, the hardwood will run side to side of the house.

## **KITCHEN, BATHROOM and LAUNDRY CABINETS**

1. Cabinets in the kitchen and all of the bathrooms/washrooms on the main floor are designed as per Schedule "E" and are from the vendor's samples. Said design may or may not be complete at the time of the signing of this contract. No laundry cabinets. Post formed arborite counter tops. If the purchaser decides to have any of the counter tops made of any material other than arborite, then the closing date shall be extended for 14 days, at the vendor's option.

The purchaser shall be allowed \$10,000 (excluding GST) to be calculated at the vendor's cost, as included in the purchase price excluding GST, towards the purchase and installation of all kitchen, bathroom/washroom and laundry cabinets, if any. The purchaser understands and accepts that this allowance is usually not sufficient to pay for any laundry cabinets.

When the purchaser advises the vendor to order the said cabinets, the purchaser agrees to immediately pay the vendor that portion of the vendor's cost above the said allowance plus 20% on the excess portion + GST. If the purchaser chooses cabinets which cost the vendor less than the said allowance, the vendor shall credit the purchaser the amount under the allowance + GST on closing.

The purchaser understands and accepts that if he/she chooses wood kitchen / bathroom / washroom / laundry cabinets that wood is a natural product and may contain knots and variances in the colouring of the stained wood. The knots in wood tend to be naturally darker than the wood itself and once stained the knots become even more apparent. The lighter the wood, the more prominently the knot will show up once it is stained. The purchaser understands and accepts that neither the vendor nor its supplier are obligated to replace or attempt to repair these knots and/or



the variances in the colouring of the stained wood in any way. The purchaser accepts the knots and the variances in the colouring of the stained wood as installed.

2. Convenient opening in kitchen cabinets for dishwasher included where shown on Schedule "E". Unconnected electrical supply for dishwasher included. Plumbing "Y" for dishwasher drain pipe included. Plumbing and electrical connection of dishwasher not included.
3. Plate glass mirrors above all vanities shown on the main floor. No mirror above vanity in 2 piece powder room, if any.

#### **I. TRIM and HARDWARE**

1. Series 800 style doors and colonial trim (4" baseboard and 2 5/8" casing) throughout finished areas where shown on Schedule "E".
2. 3 1/2" oak handrail, 3" oak newel post, 1 3/4" oak pickets (or black wrought iron pickets) on main interior stairs at the front door where shown on Schedule "E". As stated above regarding wood kitchen cabinets, the purchaser accepts any knots and variances in the colouring that are in the installed oak pickets and handrails.
3. Polished brass finish interior and exterior door handles.
4. Additional shoe mould trim on all ceramic and/or hardwood flooring, if any.
5. The purchaser understands and accepts that the joins in the trim may swell and/or contract after closing because of the humidity in the home. The vendor shall not be required to return to the house after closing to fill said cracks.

#### **J. SELECTIONS FROM VENDOR'S SAMPLES**

1. The purchaser is to select the following from the vendor's samples:
  - a. exterior finishing materials including paint, brick, siding, soffits, fascia, eavestroughing, downspouts, shutters (where shown); all aluminum to be one colour; and asphalt shingles which are kept in stock by the vendor's supplier and returnable thereto; and
  - b. interior finishing materials including paint, wood stain, if any, carpet, ceramics, kitchen cabinets, bathroom vanities and post-formed countertops.
2. The vendor's standard paint for both interior and / or exterior shall be pastel / off white in colour. The purchaser understands and agrees to pay the vendor an upcharge + GST at the time of ordering if the purchaser chooses a deep based colored paint(s).
3. Carpet and vinyl cushion flooring to be one respective style and colour throughout. The purchaser may have two different types or styles of ceramic flooring. The purchaser shall pay a surcharge of \$100 + GST on closing for each change in style and/or colour of vinyl, carpet or ceramic beyond the number of styles and/or colours of vinyl, carpet or ceramic allowed hereunder.
4. Notwithstanding anything stated herein to the contrary, the purchaser shall be permitted to make the applicable selections from the vendor's samples only if the item has not already been installed or ordered by the vendor provided further that the item is available from the vendor's suppliers. The purchaser agrees to make all selections within 10 business days (as defined aforesaid) after acceptance of this offer by the vendor, otherwise the vendor reserves the right to make the selection for the purchaser and the purchaser agrees to close the transaction with the vendor's selection.
5. The purchaser acknowledges that in the manufacture of exterior and interior finishing materials as defined above, colour variances sometimes occur. The purchaser shall accept any such colour variation resulting from the manufacturing process without any right of abatement in the Purchase Price and in full satisfaction of the vendor's obligations herein.
6. The purchaser shall pay at the time of ordering for the extras ordered + 7% GST.

#### **K. LANDSCAPING**

1. Fully sodded front yard to the front line of the house and garage. A total of 700 rolls of sod to be installed from the front line of the house and garage back along the sides and back of the house and

garage to whatever extent the 700 rolls will cover. The balance, if any, of the rear yard of the lot that has been disturbed during construction shall be seeded or sodded by the purchaser, at the purchaser's expense. The vendor shall not be required to sod or seed any areas of the lot that have been left undisturbed prior to or during construction. Treed areas, the driveway and walkway are not to be seeded.

The purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that the sod is laid or the seed is spread, whichever shall be the later, and the vendor shall have no obligation in that regard. If settlement occurs due to soil disturbances around the house, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the purchaser, and the vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the vendor's work program and availability of materials and trades. The vendor is not responsible for any damage to the dwelling which the vendor considers of a minor nature by reason of such settlements.

2. Front walk made with a single row of 24" x 30" patio slabs or with driveway stone, at the vendor's choice, from the driveway to the front step.
3. Gravel driveway.

## **L. CLOSING**

1. If, for any reason, except the vendor's willful neglect, the dwelling is not completed, utility services are not operative, or the dwelling has not been approved for occupancy by the Municipality on or before the Closing Date, the purchaser agrees to grant, and hereby grants such reasonable extension or extensions of time for completion as may be required by the vendor, and the Closing Date shall be extended accordingly.
2. The dwelling shall be deemed to be completed when all interior and exterior work has been substantially completed as determined by the vendor. The lack of the completion of the interior basement insulation shall not deem the dwelling to be incomplete. Notwithstanding that there remains exterior work to be completed including, but not limited to, exterior painting, grading, sodding and/or seeding, brick, vinyl siding, aluminum fascia, soffit, eavestroughing, downspouts and/or deck, the vendor shall have the right to determine the dwelling to be complete or incomplete in its unfettered discretion. Should the vendor determine the dwelling to be complete, the purchaser agrees in such case to close this transaction, without holdback of any part of the Purchase Price, on the vendor's undertaking given pursuant to Paragraph L4 below to complete the dwelling, and the purchaser hereby agrees to accept the vendor's covenant of indemnity regarding lien claims which are the responsibility of the vendor, its trades and/or suppliers, in full satisfaction of the purchaser's rights under the Construction Lien Act, and will not claim any lien holdback on closing. Should the vendor determine the dwelling to be incomplete, the purchaser agrees to extend this transaction in accordance with the rules and regulations established by the Ontario New Home Warranty Program from time to time.
3. The purchaser will not occupy the dwelling until the Municipality consents if such consent is required, and the closing will be postponed until such consent is given. If it is a requirement for occupancy that the Municipality inspect the dwelling and issue an Occupancy Permit / Certificate / Approval, such permit / certificate / approval may not be available for delivery to the purchaser on closing. Provided that the dwelling has been inspected and approved for occupancy by the Municipality on or before closing, the purchaser shall accept the undertaking of the vendor to provide a photocopy of the Occupancy Permit / Certificate / Approval to be issued by the Municipality as soon as possible after closing.
4. The vendor agrees to make available, and the purchaser agrees to meet, a representative of the vendor during the seven day working period immediately prior to closing to inspect the dwelling and verify that the dwelling has been completed within the provisions of Paragraph L2 above. The purchaser shall not be entitled to examine the dwelling except when accompanied by a representative of the vendor. The purchaser is to arrange the inspection with a representative of the vendor and is to give the representative of the vendor at least three (3) working days prior notice of the said inspection. In the event of any items remaining uncompleted, at the time of such inspection, only such uncompleted items shall be listed by the vendor on the form of Certificate of Completion and Possession (CCP) required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act (the "Act") which the purchaser covenants to execute and which CCP SHALL CONSTITUTE THE VENDOR'S ONLY UNDERTAKING TO COMPLETE THE SAID UNCOMPLETED ITEMS AND THE DWELLING. The purchaser agrees that such uncompleted items as are included in the CCP represent the balance of the work to be completed

by the vendor with respect to the dwelling and the purchaser agrees that no further request for completion of items may be maintained by the purchaser, and this shall serve as a good and sufficient release of the vendor in that regard. The purchaser agrees that the vendor shall have the right to enter upon the property and dwelling after the closing in order to complete such items as are included in CCP. The vendor shall complete such items as are contained in the CCP within a reasonable time after closing, subject to weather conditions and availability of supplies and trades. The purchaser agrees that in no event shall the purchaser be entitled to obtain possession of the dwelling until and unless the purchaser has executed the said CCP. The warranties given under the Act replace any warranties at law or otherwise. In the event that the purchaser has omitted to execute the CCP prior to the Closing Date, the vendor shall have the right to extend the Closing Date for a further period of seven (7) days by notice in writing delivered to or mailed to the purchaser or to his solicitor and, in the event the purchaser has not completed an inspection and executed a CCP prior to the extended Closing Date as aforesaid, this Agreement shall, at the vendor's sole option, be at an end and the purchaser agrees that the deposit monies paid by the purchaser hereunder shall be forfeited to the vendor in addition to and without prejudice to any other remedy available to the vendor arising out of such default.

5. Notwithstanding the closing of this transaction, the purchaser's covenants, warranties and agreements in this agreement shall not merge and the purchaser shall give to the vendor any further written assurances as may be required by the vendor to give effect to this covenant either before or after the Closing Date.
6. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the purchaser. The vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality.
7. The purchaser will not alter the grading of the property contrary to the Municipality approved drainage pattern, and provided that lot grading has been completed in accordance with the Municipality approved grading control plan, the purchaser is estopped both from objecting thereto and from requiring any amendments thereto. The purchaser agrees that neither the purchaser nor his successors or assigns shall construct or install a swimming pool, fencing, or decking upon the property until after the vendor has obtained acceptance of lot grading from the Municipality.

The purchaser acknowledges and accepts that the Real Property is subject to a right in the nature of license or easement in favour of the developer, 1315076 Ontario Inc., its successors and assigns and their respective workmen, servants or agents to enter over, along and upon the above described lands at any time and from time to time until the earlier of:

- a. The date the Township of Springwater has finally assumed all of the works and services installed within the Plan of Subdivision on which the lot is situate; and
- b. Ten (10) years from the date of registration of the Transfer to the Transferor hereunder;

for the purposes of enabling the completion or correction of sodding and/or grading, and the installation of catch basins, and the installation, repair, construction, reconstruction and/or maintenance of any municipal or public utility services, including sewers and water mains, and for the purpose of carrying on any obligations under the Subdivision Agreement or any similar development agreement as may be required by the relevant municipality, any public utility or any other government authority or agency.

Such right shall be annexed to and run with the following dominant lands, namely: for the benefit of all those lots within Plan 51M-650 still owned by 1315076 Ontario Inc. and/or the vendor.

8. All buildings and equipment upon the Real Property shall be and remain at the risk of the vendor until closing.
9. The purchaser will take all necessary steps to assume all charges for hydro, gas, water and other services immediately upon closing. The purchaser agrees to execute a rental contract for the gas hot water tank, if necessary.
10. The purchaser acknowledges that certain restrictions and covenants are registered against the title of the Real Property for the benefit of other lands. The purchasers agree to satisfy themselves as to compliance with such restrictions and covenants. A copy of said restrictions is attached hereto as Schedule "C".

11. The purchaser agrees to accept title to the Real Property subject to any existing subdivision or other development agreements and to adhere to same as required.
12. The purchaser agrees that the lands be subject to whatever rights and easements as shall be required by the local municipality for water or sewers and/or The Bell Telephone Company for telephone services and/or by the corporation or commission supplying electricity, cable TV, gas, or other utility, and agrees to provide such rights and easements upon the written request of the vendor, provided they do not interfere with the house constructed on the lot. This covenant shall remain notwithstanding the completion of this Agreement.
13. (i) With respect to Lots 1, 2 and 38, Plan 51M-650, Township of Springwater:  

"Purchasers are advised that noise levels from increasing Highway #90 traffic will continue to be a concern, occasionally interfering with some activities of the dwelling occupants as the noise level exceeds the Ministry of Environment criteria."
- (ii) With respect to Lots 1 through 9 and lots 36 through 39 inclusive, Plan 51M-650, Township of Springwater:  

"Purchasers or tenants are advised that despite the inclusion of noise control features within the building units, noise levels from increasing road traffic along Highway #90 may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level exceeds the Ministry of Environment's criteria. This dwelling unit was fitted with a forced air heating system and ducting, etc., and has been sized to accommodate central air conditioning. (Note: locate air cooler condenser unit in a noise insensitive area)."
- (iii) With respect to all Lots within Plan 51M-650, Township of Springwater:  

"Purchasers are advised that despite the inclusion of noise control features within the development area and within individual building units, noise levels may continue to be of concern occasionally interfering with some activities of the dwelling occupants."
- (iv) With respect to all Lots within Plan 51M-650, Township of Springwater:  

"Purchasers are advised that fencing is not permitted within Ontario Hydro Easement Areas."
- (v) With respect to all Lots within Plan 51M-650, Township of Springwater:  

"Purchasers are advised that the noxious plant called poison ivy exists throughout the subdivision."
14. The purchasers of Lot 9, Plan 51M-650, Township of Springwater acknowledge and accept that Lot 9 is subject to an easement in favour of The Corporation of the Township of Springwater as set out in Instrument No. LT406415 over Part 4 on Plan 51R-28974. Purchasers agree to abide by the terms of said easement.
15. The purchasers of Lots 12, 13, 20 to 34 both inclusive, and Part of Block 41 designated as Parts 1 & 6 and Parts 2 & 5 on Plan 51R-31353, all on Plan 51M-650, acknowledge and accept that their lot is subject to an easement in favour of the Hydro-Electric commission of Ontario as set out in Instrument No. VE14570 and as shown on Plan 51M-650.
16. The purchaser covenants that he will at no time register this agreement on title by way of a caution, deposit or assignment and in the event of any such caution, deposit or assignment, the vendor shall at its option have the right to terminate this agreement and the deposit shall be forfeited to the vendor, at the vendor's option, as liquidated damages.
17. In the event that this transaction does not close, for any reason whatsoever except default by the vendor, the vendor shall retain any sums paid for extras ordered by the purchaser and shall not be obligated to return same to the purchaser.
18. All proper readjustments shall be made after closing, if necessary, forthwith upon request. Any monies owing to the vendor pursuant to such readjustment or as a result of any expenses incurred by the vendor arising from a breach by the purchaser of any of the purchaser's obligations described in this agreement shall be payable upon written demand by the vendor and shall bear interest from the date of written demand at the rate of 12% per annum, calculated daily, payable

monthly, not in advance, and shall be a charge on the property until paid and such charge shall be enforceable in the same manner as a mortgage in default.

19. Notwithstanding anything else set out herein, in the event that any mortgages are outstanding on closing, the discharge of which is the vendor's obligation, the purchaser agrees to accept the vendor's solicitor's undertaking to obtain, out of the closing funds, and register the discharge of same within a reasonable period of time after closing, provided that on or before closing, vendor shall provide to the purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with the direction executed by the vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

**M. GST (Federal Goods and Services Tax)**

1. The Purchase Price stipulated in the within Agreement is inclusive of the NET amount of the Federal Goods and Services Tax (the "GST") which would be otherwise payable by the purchaser pursuant to the appropriate GST legislation. The term "Net amount of GST" shall mean the total amount of such GST payable by the purchaser, less the refunds, credits, rebates or the like to which the purchaser is entitled under the GST legislation, which refunds, etc., may be reasonably estimated by the vendor, if necessary. The purchaser shall assign the right to receive such refund, credit or rebate to the vendor, if necessary.

The purchaser shall assign (in the form required by the vendor and/or the Government of Canada) to the vendor all of his/her right, title and interest in any refund, credit, rebate or the like (the "Rebate") of the GST to which the purchaser is entitled. In connection with such assignment, the purchaser shall deliver to the vendor, upon request by the vendor, on or after closing, such applications, documents and affidavits as may be required by the vendor and/or the Government of Canada to establish the purchaser's entitlement to the Rebate. In this regard, the purchaser represents and warrants that the purchaser is acquiring the Dwelling for his primary place of residence within the meaning of the Excise Tax Act. If it is determined by the vendor that the purchaser has not acquired the Dwelling for his primary place of residence and is not entitled to the Rebate, then the purchaser shall forthwith upon demand by the vendor pay to the vendor the amount of the Rebate, (which shall, if the vendor requires, be paid on closing as a requirement of closing), and until so paid, the amount of the Rebate shall form a charge against the subject lands. Said charge shall be recoverable by the vendor in the same manner as a mortgage in default.

2. The purchaser acknowledges that where a credit against the Purchase Price is to be given to the purchaser on closing in relation to a construction, financing or timing change, such credit shall be reflected as a reduction in the Purchase Price so as to minimize the amount of GST payable.
3. Notwithstanding that the Purchase Price is inclusive of the GST, the purchaser shall, at his own cost and expense, be responsible for payment of the GST on all closing adjustments and amounts payable for extras and any increase in the rate of GST after the date hereof

**N. GENERAL**

1. The vendor and purchaser agree that this offer and related notices may be submitted, negotiated, changed, initialed and accepted by electronic transmission facsimile machine and will be deemed to be given if received on the date sent if received by no later than 7:00 p.m. on that day, otherwise, such transmission will be deemed to have been received on the next day following the date of transmission.
2. The purchaser represents to the vendor upon which representation the vendor has relied in accepting the purchaser's offer that he is purchasing the property for his own personal use and not for short term speculative purposes. The purchaser covenants and agrees not to post any signs for sale, or list the property for sale, or advise others that the property is or may be available for sale or sell the property or to enter into any agreement, conditional or otherwise, to sell the property, or any interest therein, nor to assign this Agreement or any interest therein, or the benefit thereof, either directly or indirectly, to any person without the prior written consent of the vendor, which consent may be arbitrarily withheld or delayed. Any offering for sale, sale, assignment or attempted assignment of this Agreement shall constitute a breach of this covenant which shall, at the vendor's sole option, entitle the vendor to terminate this Agreement and the vendor shall be entitled to retain the deposit monies as liquidated damages and not as penalty and the purchaser shall have no further right or interest in the property.
3. Any and all monies paid hereunder by the purchaser to the vendor shall be considered to be deposit monies rather than partial payments and/or downpayments.

- 4. The purchaser agrees not to finish the whole or any part of the basement of the dwelling for a period of one year from the Closing Date. The purchaser hereby releases the vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in the basement resulting from water seepage, including any consequential damages arising therefrom.
- 5. The vendor agrees to provide, on or before closing, a copy of a survey showing the aforementioned lands and the improvements, except the deck and deck roof, if any, located thereon, as prepared by an accredited Ontario Land Surveyor.
- 6. All plans, elevations and specifications are subject to modification from time to time by the vendor according to the Ontario Building Code and the National Building Code.
- 7. The purchaser shall indemnify and save the vendor, its servants and agents harmless from all action, causes of action, claims and demands for, upon or by reason of any damage, or injury to the person or property of the purchaser, or any of his friends, relatives, workmen or agents who have entered on the real property whether with or without the authorization, express or implied, of the vendor.
- 8. The Ontario New Home Warranty Program Construction Performance Guidelines are available at:

[www.newhome.on.ca](http://www.newhome.on.ca)

DATED:

WITNESS:

\* (Purchaser)

\*(Purchaser)

DATED:

MILLENNIUM HOMES LIMITED

Joe Stewart (President)  
Authorized Signing Officer

**SCHEDULE "B"**

ONTARIO NEW HOME WARRANTY PROGRAM - Sections 1 to 6

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION FOR THE CONSUMER  
ADDENDUM to AGREEMENT of PURCHASE and SALE - Sections 1 to 6  
This addendum forms part of the Agreement of Purchase and Sale Between:

\* (Purchaser)

-and-

MILLENNIUM HOMES LIMITED" (Vendor)

**Dated** \_\_\_\_\_, (the "Agreement")

**RE: Lot** \_\_\_\_, **\*, Plan 51M-650, Township of Springwater, County of Simcoe**

**DISCLOSURE**

1. Purchasers should note that the Agreement may contain provisions about some or all of the following:
- (i) There may be rights or conditions by which the Vendor may terminate this Agreement regardless of whether or not the Purchaser is in default;
  - (ii) It may be a condition of closing that the Purchaser be approved by mortgage lender(s);
  - (iii) The rate payable on any mortgage in the Agreement may be subject to increase;
  - (iv) The Vendor may have the right to alter plans and specifications or substitute materials without notice;
  - (v) The purchase price in the Agreement may be increased or adjusted by certain additional costs or charges. (In addition, purchasers are advised that on closing and registration, certain fees and taxes will be payable to the Province of Ontario.)

If the Purchaser cannot identify or understand any of these provisions the Purchaser should discuss them with the Vendor or salesperson. The Purchaser is advised to consult a solicitor before signing the Agreement.

**PLANNING STATUS**

2. The current planning status of the land is:
- (i) If the land in the Agreement is within a Plan of Subdivision, the Plan of Subdivision IS REGISTERED; and
  - (ii) A building permit for construction of the dwelling IS available for issuance by the municipality after application has been submitted and all municipal review completed.

**ONTARIO NEW HOME WARRANTIES PLAN**

3. The Ontario New Home Warranties Plan registration number for the Builder is 22927, and the enrolment number for the dwelling is not available as yet.

**BUILDER**

4. For further information about this Agreement and your home, the Vendor may be contacted at:  
304 Kennedy Street West, Aurora, ON L4G 6L2.  
Cell: (905) 505-6614. Attention: Joe Stewart

It is recommended that the Purchaser contact the Vendor prior to the closing date to determine that construction is proceeding on schedule and the closing may occur on time.

**EXTENSION AND TERMINATIONS**

5. (i) If the Vendor cannot close the transaction by the closing date in the Agreement because additional time is required for construction of the dwelling, the Vendor shall extend the closing date one or more times as may be required by the Vendor by notice in writing to the Purchaser as soon as reasonably possible and in any event prior to the closing date or extended closing date, all extensions in the aggregate not to exceed 120 days. However, the Vendor shall not extend closing if the parties have specifically agreed in writing that the Vendor cannot, and the Purchaser does not waive this covenant.
- (ii) The Vendor shall take all reasonable steps to construct the dwelling without delay.
  - (iii) If the closing date in the Agreement has been extended for 120 days and the Vendor still requires further time for construction of the dwelling, unless subsequent to the closing date in the Agreement the parties otherwise agree, the Purchaser may terminate the Agreement within the 10 days immediately after the 120 days have elapsed by delivering or mailing notice in writing to the

Vendor at the address shown above (which notice may also be given between solicitors), and upon the giving of such notice this Agreement shall be at an end and all sums paid by the Purchaser shall be returned without interest or deduction. However, if the Purchaser does not terminate as above, closing shall be deemed to be extended to a date 5 days following completion of the dwelling as required by the Agreement but, unless the parties otherwise agree, not later than a further 120 days after the initial 120 day period. If by this further time the dwelling is not constructed in accordance with the Agreement and if the parties do not otherwise agree, the Agreement shall be at an end and all sums paid by the Purchaser shall be returned without deduction and there shall be no further rights between the parties unless the Vendor is in breach of his covenant in 5 (ii) above to construct without delay. If the Agreement is so ended, interest shall be payable on all sums paid by the Purchaser, for the period commencing 120 days after the closing date in the Agreement at a rate 1 % below the rate paid by the Province of Ontario Savings Office savings accounts as of the date on which the Agreement ended.

- (iv) Despite any provision to the contrary contained in it, the Agreement shall not be terminated by the Vendor by reason of failure to complete the dwelling as specified in the Agreement within a period of time or by a date specified in the Agreement, extended as above, unless the Purchaser consents to the termination in writing or the Agreement is ended pursuant to 5 (ii) above.
- (v) Where there is conflict or ambiguity between the Agreement and this Addendum this Addendum shall prevail.
- (vi) The Vendor may exclude extensions of the closing date reasonably required as a result of a strike, a fire, a flood, an act of God or a civil insurrection (an "Event") when calculating the 120 days referred to in 5(i) and 5(iii) only if the Vendor delivers the notices described in 5(vii) to the Purchaser.
- (vii) If an extension of the closing date referred to in 5(i) or 5(iii) above is reasonably required as a result of an Event, then the Vendor shall provide the following notices to the Purchaser:
  - A) As soon as reasonably possible but not later than 20 days after the Vendor knows or ought reasonably to have known that the Event has commenced, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Event and an estimate, if available, of the possible length of extension that may be required as result of the Event; and
  - B) As soon as reasonably possible but not later than 20 days after the conclusion of the Event, the Vendor shall provide written notice to the Purchaser setting out a brief description of the particular Event that was the cause of the extension, the number of days by which the closing date is extended as a consequence of the Event, and the new closing date now in effect as a result of the Event.
- (viii) If an Event occurs and the closing date is reasonably required to be extended as a result of the Event, but the Vendor has failed to provide the notices described in 5(vii), then the Purchaser shall have the option of sending written notice to both the Ontario New Home Warranty Program and the Vendor. The notice shall contain a request for a formal extension of the closing date to accommodate the delay in completing the dwelling caused by the Event. The Purchaser shall send this notice no later than 40 days after the conclusion of the Event. Following receipt of the notice, the Ontario New Home Warranty Program shall determine the length of a reasonable extension period that the Vendor ought reasonably to have implemented, and shall confirm its determination by notice in writing to both the Vendor and the Purchaser. The extension period as so determined shall be deemed to be excluded from the calculation of the 120 days referred to in 5(i) and 5(ii) above, and the Agreement shall be deemed to be extended accordingly.
- (ix) 5(vi), (vii) and (viii) apply to all Agreements entered into on or after November 1, 2000.

For further information about anything contained in this Addendum or about the warranties available to purchasers under the Ontario New Home Warranties Plan Act, please contact your lawyer and the Tarion Warranty Corporation, toll free, at 1-877-982-7466 during regular business hours, Monday through Friday. Website: [www.tarion.com](http://www.tarion.com)

Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**WITNESS:**

\* (Purchaser)

\* (Purchaser)

MILLENNIUM HOMES LIMITED

Authorized Signing Officer



**SCHEDULE "C"**

RE: Millennium Homes Limited st. \*  
 Lot \*, Plan 51M-650, Township of Springwater

**RESTRICTIVE COVENANTS set out in Instrument No. LT406418Z**

To the intent that the burden of the following covenants, restrictions and provisions (hereinafter referred to as the "Restrictions") shall be attached to and shall run with the lands described in Box (5) herein and the benefit thereof shall be annexed to and run with the lands owned by 1315076 Ontario Inc. provided however that the Restrictions shall, unless otherwise specifically set out herein, expire as against a particular lot on the earlier of (10) years from the date of registration of a Transfer from 1315076 Ontario Inc. as to that lot or the date that all services are fully assumed by the Township of Springwater and all security posted in connection therewith by 1315076 Ontario Inc. has been fully released. Any purchaser or transferee of a Lot or any part thereof, by registering a Deed or Transfer with respect to the said lands or any part thereof, covenants and agrees on behalf of himself, his heirs, executors, administrators, successors and assigns, with 1315076 Ontario Inc. that he and his successors in title from time to time will observe and comply with the Restrictions hereinafter set forth and that nothing will be erected or placed or done upon the lot, or any part thereof in breach of or in violation of these Restrictions, namely:

- (a) No buildings shall be erected on any lot, other than a single family detached dwelling, such dwelling to be used as a single family dwelling and must have a minimum of an attached 2 car garage. Any accessory buildings on the lot must conform to the Township's By-Laws:
- (b) No dwelling erected on the said lot shall occupy a main floor area of less than 1,300 square feet for a bungalow or split level design, and a minimum of 900 square feet on each floor for a two storey design.
- (c) No dwelling unit including the garage shall have less than one-half (50%) brick, with the fronts to be all brick. Should the purchaser's design incorporate a cantilevered portion on the front elevation which does not allow for bricking, then 1315076 Ontario Inc. may in its sole discretion approve such a design.
- (d) Not to commence construction on the lands without all building designs and plans having first being approved in writing by 1315076 Ontario Inc. prior to the issuance of a Building Permit. Said approval will not be unreasonably withheld.
- (e) Not to alter the slope of the said lands or interfere with any drains established on the said lands, except in accordance with the established final grade control plan of the Township of Springwater as contemplated in the Subdivision Agreement, without the written consent of the said Municipality first having been obtained.
- (f) Not to do or omit to do anything on any part of the said lands which will interfere with or cause damage to any service installed or to be installed in any part of the said lands or elsewhere in the Subdivision or adjacent thereto, which services include without limiting the generality of the foregoing, roadways, ditches, curbs, drains, sidewalks, grates, stakes, survey bars, and hydro electric work. Any such damage so caused may be corrected by Vendor/Developer at the owner's expense and the Vendor/Developer shall have the immediate right of entry for the purpose of rectifying the same.
- (g) Not to object or refuse the granting without charge upon the request of 1315076 Ontario Inc. any easement or right for the installation and/or maintenance of any Municipal, Regional or other service or utility provided that such easement or right does not prevent the erection of a dwelling on the respective part of the said lands in accordance with the prescribed zoning.
- (h) No living tree shall be cut down, or removed from the said lands, other than those standing within an area to be excavated for the erection of a building thereon without the consent in writing of the Township of Springwater. During the period of construction, any existing tree shall be protected so as to prevent any damage and subject to the above exception, if any tree is cut down, removed or damaged without such consent first had and obtained, the owner shall forthwith replace the same under the supervision and to the satisfaction of the Township of Springwater.
- (i) Not to erect any fencing within the easements granted to Ontario Hydro, unless the express written consent of Ontario Hydro is first obtained.
- (j) Any Purchaser or Transferee by registering a Transfer/Deed of land with respect to any lot covenants and agrees that he will, within twelve (12) months immediately following registration of such Transfer/Deed of land to him commence construction of a dwelling thereon and within six (6) months from commencement of construction to complete construction of the dwelling on that lot. In the event that the Purchaser/Transferee fails to meet either of these dates, the Purchaser/Transferee covenants to convey back to 1315076 Ontario Inc., the said lot or lots at 90% of the purchase price paid unto 1315076 Ontario Inc. less legal fees and land Transfer Tax.

The foregoing restrictions and covenants shall continue to be fully enforceable against the Purchaser/Transferee of any lot within Plan 51M-650 from 1315076 Ontario Inc. until the expiry thereof as aforesaid, notwithstanding that the burden thereof may pass to any subsequent Transferee of any lot from time to time.

**SCHEDULE "D"**

**AMENDMENTS TO CONTRACT**

To form part of the Agreement covering Lot  
of Springwater, and County of Simcoe:

\*, Plan 51M-650,

\* Parr Blvd., Township

BETWEEN:

MILLENNIUM HOMES LIMITED (Vendor)

-and-

\* (Purchaser)

If there is any discrepancy between this Schedule "D" and anything else contained in this agreement, then this Schedule "D" shall override.

**CONTRACT PRICE including GST**

**\$\***

The following upgrades are included in the Contract Price

1. \*

**2. PAYMENT SCHEDULE**

**DEPOSITS**

1.	Signing of Agreement	\$ 5,000
2.	Waiver of Condition	\$20,000
3.	Footings poured	<u>\$15,000</u>

**TOTAL DEPOSITS** \$40,000

Balance due on closing subject to the usual adjustments.

DATED:

WITNESS:

\*(Purchaser)

\*(Purchaser)

DATED:

**MILLENNIUM HOMES LIMITED**

Joe Stewart (Authorized Signing Officer)

**MILLENNIUM HOMES LIMITED**

**PURCHASER'S CHOICES**

RE: Lot , Parr Blvd., Plan 51M-650, Township of Springwater

PURCHASERS:

CONTACT PHONE NUMBERS: Residence:  
 Business:  
 Fax:  
 Cell:  
 Email:

**A. EXTERIOR**

- 1. FRONT DOOR: Standard is single 2'-10" French Garden Door with 2- 16" sidelights. Upgrade to Stained Glass?
- 2. BRICK ( ) Quoins & soldier course on front?  
 ( ) Quoins & soldier course on 2 sides & back? Upcharge.  
 ( ) House number centred over middle of garage doors.  
 ( ) Year plaque. Standard location is on side of garage towards back.
- 3. SHINGLES: One, in stock and returnable, colour.
- 4. ALUMINIUM: One colour. (soffit, fascia, eavestroughing, rain water downspouts, shutters, if any)
- 5. EXTERIOR PAINT

LOCATION	COLOUR
Front Door including side lights & all other exterior doors. Note that the interior of all exterior doors to be white.	
Garage Doors	Standard is white.

**B. INTERIOR**

- 1. STYLE OF GAS FIREPLACE SURROUND with MANTEL (Black Grilles are Standard):
- 2. FLOORING

ROOM	BROADLOOM Colour # and Name	CERAMIC Colour # and Name 2 colours maximum	3 1/4" OAK HARDWOOD
Foyer & closet		*	
Kitchen & Dining Area		*	
Ensuite Washroom, face of tub, 1 row around tub & Closet, if attached		*	
Main Washroom		*	
Laundry / Mudroom		*	
Great Room	*		
Bedroom Hallway to Bedroom Doors including hall closets	*		
Master Bedroom & Closet, if attached	*		
Bedroom 2 & Closet	*		
Bedroom 3 & Closet	*		
Main Stair	*		
Stairs from Garage to Basement	1 coat of white paint	No carpet, ceramic, or hardwood, no flooring.	

- 3. ENSUITE SHOWER DOOR STYLE: White frame with pebble glass. No choices.

4. MASTER CLOSET SHELVING ARRANGEMENT (Mark on file plans & have purchaser initial)

8' ceilings: 1 – long hanging with extra shelf ½ way up; 2 – double short hanging.

9' ceilings: 1 – dbl long hanging; 2 – dbl short hanging with extra shelf ½” way up.

5. OTHER BEDROOM, FRONT DOOR, and LAUNDRY CLOSETS:

Same whether 8' or 9' ceilings: 1 – long hanging with extra shelf ½ way up.

6. LINEN CLOSETS:

8' ceilings: 4 shelves (3 – 16” and 1 – 12” at top)

9' ceilings: 5 shelves (4 – 16” and 1 – 12” at top)

7. INTERIOR DOOR STYLE

Choices: Carmelle, Carrara, Classique, Clermont, Colonist, Coventry  
Textured finish only.

8. INTERIOR PAINT

ROOM	COLOUR
Walls of Kitchen & Dining, Washrooms & Laundry / Mudroom and wall mounted return air registers	
Walls of balance of house and the wall mounted return air registers	
Basement, if any finishing	
Trim & interior doors	Standard White
Main Stair railing (natural finish or stain)	
Fireplace, if any, (natural finish, stain or white paint)	
Garage stairs and railing	Standard White

9. COLOUR OF BATHROOM FIXTURES:

Please Note: a. All white is standard for sink / toilet / tub / shower.  
b. Bone or grey is available at \$50 + GST per sink / toilet / tub / shower.  
c. Toilet tissue holder and towel bar are always white ceramic.  
Purchaser can supply & install their own toilet tissue holder and towel bar after closing if they so wish. No allowance.

Choices: a. Main Bath: white / bone / grey  
b. Master Ensuite Bath: white / bone / grey

10. RAILING AT MAIN STAIR ( ) All oak finished like hardwood floor, if any.  
( ) Oak railing & post (black wrought iron pickets).

11. WHITE CALIFORNIA SPRAYED and KNOCK-DOWN CEILING as per Agreement

Flat white painted ceilings in all closets. White California knock-down ceiling finish in the foyer, kitchen, kitchen dining area, bedrooms, master walk-in closet, if any, bathrooms / washrooms, main floor laundry, if any, Great Room, separate Dining Room, if any, and hallway to the bedroom doors. Knock-down ceiling to have 6” clean perimeter border in the foyer ready for paint grade crown mould with the remaining knock-down ceilings to have 3” clean perimeter border.

12. KITCHEN HOOD FAN: White is standard. No choices.

13. KITCHEN, BATH & LAUNDRY, if any, CABINETS

Creative Kitchens  
Unit 514  
34 Cedar Pointe Drive  
Barrie, ON L4N 5R7

Attn: Alex Solorzano

(705) 623-0734 cell  
(705) 720-2424 office land line  
(705) 720-1497 fax

The purchaser hereby acknowledges and agrees that any colour choices made above that are not made of Millennium Homes Limited's standard line as referred to in Schedule "A" of the Agreement of Purchase and Sale, and/or not included specifically in the Agreement of Purchase and Sale or have not already been paid for as an extra by the Purchaser, shall be paid for as an extra cost item and at the Vendor's sole discretion be due and payable immediately upon notice or as an adjustment on closing. Colours may vary from the samples shown due to variances in manufacturing. The colour selection is final, and no changes, upgrades or extras will be permitted.

Purchaser:

Purchaser:

Date:

If this colour selection is not signed and dated, it shall be null and void.