

SC 34302

**Certificate of Receipt**  
**Certificat de Réception**

JUL 03 2002 16:30

*[Signature]*  
Land Registrar / Régistrateur: Simcoe #51 Barrie

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of <b>17</b> pages
(3) Property Identifier(s)	Block <b>59259</b>	Property <b>0001</b>
(4) Nature of Document <b>STANDARD</b> By-Law 4 - Simcoe Condominium Plan 259		
(5) Consideration No dollars Dollars \$ <b>0.00</b>		
(6) Description <b>STANDARD</b> All of the Units and Common Elements of Simcoe Condominium Plan No.259. <b>CITY OF BARRIE</b> <b>COUNTY OF SIMCOE</b>		
(7) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

1) This Document provides as follows:  
**By-Law 4**

Continued on Schedule

3) This Document relates to instrument number(s)

10) Party(ies) (Set out Status or Interest) Name(s) <b>STANDARD</b> <b>Simcoe Condominium Plan 259</b> <b>by its Solicitor Richard T. Hamel</b>	Signature(s) <i>[Signature]</i>	Date of Signature Y M D <b>2002 07 02</b>
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11) Address for Service **2 Toronto Street, Barrie, Ontario L4M 5R4**

12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
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13) Address for Service

14) Municipal Address of Property <b>2 Toronto St.</b> <b>Barrie, Ontario</b> <b>L4M 5R4</b>	15) Document Prepared by: <b>Richard T. Hamel</b> <b>Barrister &amp; Solicitor</b> <b>2049 Pine Street</b> <b>Suite 2A</b> <b>Burlington, Ontario L7R 1E7</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td style="text-align: center;"><i>[Signature]</i></td> </tr> <tr> <td><b>Total</b></td> <td></td> </tr> </table>	Fees and Tax		Registration Fee			<i>[Signature]</i>	<b>Total</b>	
Fees and Tax										
Registration Fee										
	<i>[Signature]</i>									
<b>Total</b>										

SIMCOE STANDARD CONDOMINIUM PLAN NO. 259  
RÈGLEMENT DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

UNIT (Partie privative)	LEVEL ( étage)	PROPERTY ID. (Cote foncière)
1	1	59259-0001 ✓
2	1	59259-0002
3	1	59259-0003 ✓
4	1	59259-0004 ✓
5	1	59259-0005 ✓
6	1	59259-0006 ✓
7	1	59259-0007 ✓
8	1	59259-0008 ✓
9	1	59259-0009 ✓
10	1	59259-0010 ✓
11	1	59259-0011 ✓
12	1	59259-0012 ✓
13	1	59259-0013 ✓
14	1	59259-0014 ✓
15	1	59259-0015 ✓
16	1	59259-0016 ✓
17	1	59259-0017 ✓
18	1	59259-0018 ✓
19	1	59259-0019 ✓
20	1	59259-0020 ✓
21	1	59259-0021 ✓
22	1	59259-0022 ✓
23	1	59259-0023 ✓
24	1	59259-0024 ✓
25	1	59259-0025 ✓
26	1	59259-0026 ✓
27	1	59259-0027 ✓
28	1	59259-0028 ✓
29	1	59259-0029 ✓
30	1	59259-0030 ✓
31	1	59259-0031 ✓
32	1	59259-0032 ✓
33	1	59259-0033 ✓
34	1	59259-0034 ✓
35	1	59259-0035 ✓
36	1	59259-0036 ✓
37	1	59259-0037 ✓
38	1	59259-0038 ✓
39	1	59259-0039 ✓
40	1	59259-0040 ✓
41	1	59259-0041 ✓
42	1	59259-0042 ✓
43	1	59259-0043 ✓
44	1	59259-0044 ✓
45	1	59259-0045 ✓

SIMCOE STANDARD CONDOMINIUM PLAN NO. 259  
 NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
46	1	59259-0046✓
47	1	59259-0047✓
48	1	59259-0048
49	1	59259-0049✓
50	1	59259-0050✓
51	1	59259-0051✓
52	1	59259-0052✓
53	1	59259-0053✓
54	1	59259-0054✓
55	1	59259-0055✓
56	1	59259-0056
57	1	59259-0057✓
58	1	59259-0058✓
59	1	59259-0059✓
60	1	59259-0060✓
61	1	59259-0061✓
62	1	59259-0062
63	1	59259-0063✓
64	1	59259-0064✓
65	1	59259-0065
66	1	59259-0066✓
67	1	59259-0067✓
68	1	59259-0068✓
69	1	59259-0069✓
70	1	59259-0070✓
71	1	59259-0071✓
72	1	59259-0072✓
73	1	59259-0073✓
74	1	59259-0074✓
75	1	59259-0075✓
76	1	59259-0076✓
77	1	59259-0077
78	1	59259-0078
79	1	59259-0079✓
80	1	59259-0080✓
81	1	59259-0081✓
82	1	59259-0082
1	2	59259-0083✓
2	2	59259-0084✓
3	2	59259-0085✓
4	2	59259-0086✓
5	2	59259-0087✓
6	2	59259-0088✓
7	2	59259-0089✓
8	2	59259-0090✓

SIMCOE STANDARD CONDOMINIUM PLAN NO. 259  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

UNIT (Partie privative)	LEVEL ( tage)	PROPERTY ID. (Cote fonci)re
9	2	59259-0091
10	2	59259-0092
11	2	59259-0093 ✓
12	2	59259-0094 ✓
13	2	59259-0095 ✓
14	2	59259-0096 ✓
15	2	59259-0097 ✓
16	2	59259-0098 ✓
17	2	59259-0099 ✓
18	2	59259-0100 ✓
19	2	59259-0101 ✓
20	2	59259-0102 ✓
21	2	59259-0103 ✓
22	2	59259-0104 ✓
23	2	59259-0105 ✓
24	2	59259-0106 ✓
25	2	59259-0107 ✓
26	2	59259-0108 ✓
27	2	59259-0109 ✓
28	2	59259-0110 ✓
29	2	59259-0111 ✓
30	2	59259-0112 ✓
31	2	59259-0113 ✓
32	2	59259-0114 ✓
33	2	59259-0115 ✓
34	2	59259-0116 ✓
35	2	59259-0117
36	2	59259-0118 ✓
37	2	59259-0119 ✓
38	2	59259-0120 ✓
39	2	59259-0121 ✓
40	2	59259-0122 ✓
41	2	59259-0123
42	2	59259-0124 ✓
43	2	59259-0125 ✓
44	2	59259-0126 ✓
45	2	59259-0127 ✓
46	2	59259-0128 ✓
47	2	59259-0129 ✓
48	2	59259-0130 ✓
49	2	59259-0131 ✓
50	2	59259-0132 ✓
51	2	59259-0133 ✓
52	2	59259-0134 ✓
53	2	59259-0135 ✓

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SIMCOE STANDARD CONDOMINIUM PLAN NO. 259  
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonciere)
54	2	59259-0136 ✓
55	2	59259-0137 ✓
56	2	59259-0138
57	2	59259-0139 ✓
58	2	59259-0140 ✓
59	2	59259-0141 ✓
60	2	59259-0142 ✓
61	2	59259-0143 ✓
62	2	59259-0144 ✓
63	2	59259-0145 ✓
64	2	59259-0146 ✓
65	2	59259-0147 ✓
66	2	59259-0148 ✓
67	2	59259-0149 ✓
68	2	59259-0150 ✓
69	2	59259-0151 ✓
70	2	59259-0152 ✓
71	2	59259-0153 ✓
72	2	59259-0154 ✓
73	2	59259-0155 ✓
74	2	59259-0156 ✓
75	2	59259-0157 ✓
76	2	59259-0158 ✓
77	2	59259-0159 ✓
78	2	59259-0160 ✓
79	2	59259-0161 ✓
80	2	59259-0162 ✓
81	2	59259-0163 ✓
82	2	59259-0164 ✓
1	3	59259-0165
2	3	59259-0166 ✓
3	3	59259-0167
4	3	59259-0168 ✓
5	3	59259-0169 ✓
6	3	59259-0170 ✓
7	3	59259-0171 ✓
8	3	59259-0172 ✓
9	3	59259-0173 ✓
10	3	59259-0174 ✓
11	3	59259-0175 ✓
1	4	59259-0176 ✓
2	4	59259-0177 ✓
3	4	59259-0178 ✓
4	4	59259-0179 ✓
5	4	59259-0180 ✓

SIMCOE STANDARD CONDOMINIUM PLAN NO. 259  
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci)re)
6	4	59259-0181 ✓
7	4	59259-0182 ✓
8	4	59259-0183 ✓
9	4	59259-0184 ✓
10	4	59259-0185 ✓
1	5	59259-0186 ✓
2	5	59259-0187 ✓
3	5	59259-0188 ✓
4	5	59259-0189 ✓
5	5	59259-0190 ✓
6	5	59259-0191 ✓
7	5	59259-0192 ✓
8	5	59259-0193 ✓
9	5	59259-0194 ✓
10	5	59259-0195 ✓
11	5	59259-0196 ✓
1	6	59259-0197 ✓
2	6	59259-0198 ✓
3	6	59259-0199 ✓
4	6	59259-0200 ✓
5	6	59259-0201 ✓
6	6	59259-0202 ✓
7	6	59259-0203 ✓
8	6	59259-0204 ✓
9	6	59259-0205 ✓
10	6	59259-0206 ✓
1	7	59259-0207 ✓
2	7	59259-0208 ✓
3	7	59259-0209 ✓
4	7	59259-0210 ✓
5	7	59259-0211 ✓
6	7	59259-0212 ✓
7	7	59259-0213 ✓
8	7	59259-0214 ✓
9	7	59259-0215 ✓
10	7	59259-0216 ✓
1	8	59259-0217 ✓
2	8	59259-0218 ✓
3	8	59259-0219 ✓
4	8	59259-0220 ✓
5	8	59259-0221 ✓
6	8	59259-0222 ✓
7	8	59259-0223 ✓
8	8	59259-0224 ✓
9	8	59259-0225 ✓

IMCOE STANDARD CONDOMINIUM PLAN NO. 259  
 NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

UNIT (Partie privative)	LEVEL ( tage)	PROPERTY ID. (Cote fonci}re)
1	9	59259-0226
2	9	59259-0227✓
3	9	59259-0228✓
4	9	59259-0229✓
5	9	59259-0230✓
6	9	59259-0231✓
7	9	59259-0232✓
8	9	59259-0233✓
9	9	59259-0234✓
10	9	59259-0235✓
1	10	59259-0236✓
2	10	59259-0237✓
3	10	59259-0238✓
4	10	59259-0239✓
5	10	59259-0240✓
6	10	59259-0241✓
7	10	59259-0242✓
8	10	59259-0243✓
9	10	59259-0244✓
1	11	59259-0245✓
2	11	59259-0246✓
3	11	59259-0247✓
4	11	59259-0248✓
5	11	59259-0249✓
6	11	59259-0250✓
7	11	59259-0251✓
8	11	59259-0252✓
9	11	59259-0253✓
10	11	59259-0254✓
1	12	59259-0255✓
2	12	59259-0256✓
3	12	59259-0257✓
4	12	59259-0258✓
5	12	59259-0259✓
6	12	59259-0260✓
7	12	59259-0261✓
8	12	59259-0262✓
9	12	59259-0263✓
1	13	59259-0264✓
2	13	59259-0265✓
3	13	59259-0266✓
4	13	59259-0267✓
5	13	59259-0268✓
6	13	59259-0269✓
7	13	59259-0270✓

SIMCOE STANDARD CONDOMINIUM PLAN NO. 259  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

UNIT (Partie privative)	LEVEL ( t age)	PROPERTY ID. (Cote fonci}re)
8	13	59259-0271✓
9	13	59259-0272✓
10	13	59259-0273✓
1	14	59259-0274✓
2	14	59259-0275✓
3	14	59259-0276✓
4	14	59259-0277✓
5	14	59259-0278✓
6	14	59259-0279✓
7	14	59259-0280✓
8	14	59259-0281✓
9	14	59259-0282✓
1	15	59259-0283✓
2	15	59259-0284✓
3	15	59259-0285✓
4	15	59259-0286✓
5	15	59259-0287✓
6	15	59259-0288✓
7	15	59259-0289✓
1	16	59259-0290✓
2	16	59259-0291✓
3	16	59259-0292✓
4	16	59259-0293✓
5	16	59259-0294✓
6	16	59259-0295✓
7	16	59259-0296✓



CERTIFICATION

I, Kenneth Michaud, President of Simcoe Condominium Corporation 259, hereby certify that attached hereto is a true copy of By-Law 4 of Simcoe Condominium Corporation 259 which is in full force and affect.

Dated at Barrie this 3<sup>rd</sup> day of July, 2002



\_\_\_\_\_  
Kenneth Michaud, President

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**SIMCOE CONDOMINIUM CORPORATION NO. 259**

**BY-LAW NO. 4**

A By-law respecting the acquisition of a Superintendent Unit from **GRAND SHORES REALTY DEVELOPMENT CORPORATION** ("Grand Shores") by Simcoe Condominium Corporation No. 259 (the "Corporation").

**WHEREAS** By-Law 4 authorizes the acquisition of Unit 3, Level 3, of Condominium Corporation for the purposes of accommodation of the superintendent who will look after the common elements of Phase I. The Unit will be purchased for a price of \$134,400.00 payable by delivery of a first mortgage in favour of the vendor bearing interest at the prime rate of the of the Bank of Nova Scotia and due one year from closing. The costs of this unit and the expenses of the superintendent will be part of the common expenses.

**BE IT ENACTED** as a By-law of Simcoe Condominium Corporation No.259 as follows:

1. The Corporation enter into an Agreement of Purchase and Sale with Grand Shores to purchase Unit 3, Level 3 for a purchase price of \$134,400.00 having substantially the same form and content as the draft agreement annexed hereto as Schedule "A" (the "Agreement").
2. All of the terms, provisions and conditions contained in the Agreement are hereby authorized, ratified, sanctioned and confirmed.
3. The president or Secretary of the Corporation be and is hereby authorized to execute on behalf of the Corporation, the Agreement, together with all other documents as may be necessary to more effectively carry out the intent of this By-law.

The foregoing By-law is hereby enacted as By-law No. 3 of the Corporation.

**DATED** at Barrie, this 13<sup>th</sup> day of June, 2002

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

The foregoing By-law is hereby confirmed by the sole owner of the units as evidenced by the signatures of its duly authorized officers in that behalf.

**DATED** at Barrie, this 24<sup>th</sup> day of June, 2002.

**GRAND SHORES REALTY DEVELOPMENT CORPORATION**

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

KEN MICHAUD  
PRESIDENT

Name:  
Title:

I have the authority to bind the Corporation.

**AGREEMENT OF PURCHASE AND SALE**

The undersigned Simcoe Condominium Corporation #259  
(collectively referred to as the "Purchaser"), hereby agrees with **GRAND SHORES REALTY DEVELOPMENT CORPORATION** (the "Vendor") to purchase the above-noted unit as outlined on the floor plan attached hereto as Schedule "A" being a (proposed) unit in the Condominium, located at 2 Toronto Street, Barrie, Ontario, Canada, together with an undivided interest in the common elements appurtenant to such unit and the exclusive use of those parts of the common elements attaching to such unit as set out in the proposed Declaration (collectively, the "Unit") on the following terms and conditions:

1. The purchase price of the Unit (the "Purchase Price") is One Hundred and Thirty-four Thousand, Four Hundred (\$ 134,400.00) **DOLLARS** in lawful money of Canada, payable as follows:

- (a) Ten Dollars (\$10.00) on cash or certified cheque as a deposit
- (b) the Purchaser shall give a Unit Mortgage to be taken back by the Vendor on the Date in the amount of One Hundred and Thirty-four Thousand, Four Hundred (\$ 134,400.00) Dollars bearing interest at the Prime Rate of the Bank of Nova Scotia % per annum, payable interest only on the first day of each month for a term of one (1) year.

2. The transaction shall be completed on the 30<sup>th</sup> of July, 2002.

This Offer shall be irrevocable by the purchaser until one minute before midnight on the (15<sup>th</sup>) day after its date, after which time if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction. Acceptance of this Agreement shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time.

**DATED AT Barrie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

SIGNED, SEALED AND DELIVERED)  
in the presence of )

) **PURCHASER: D.O.B. S.I.N.**

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

) **PURCHASER: D.O.B. S.I.N.**

) Address: \_\_\_\_\_

) Telephone(B): \_\_\_\_\_ (H) \_\_\_\_\_

) Facsimile: \_\_\_\_\_

**PURCHASER'S SOLICITOR: \_\_\_\_\_**

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

**DATED AT Toronto this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

**Vendor's Solicitors:**  
**Richard T. Hamel**  
2049 Pine Street  
Suite 2A  
Burlington, Ontario  
L7R 1E9

**GRAND SHORES REALTY DEVELOPMENT CORPORATION**

Per: \_\_\_\_\_  
Authorized Signing Officer  
I/We have authority to bind the Corporation

**Attn: Richard T. Hamel**  
Telephone: (905) 631-1130  
Facsimile: (905) 631-6350

3. (a) Realty taxes (including local improvement charges, if any) interest payable in accordance with the Act, insurance premiums, electric, water and gas rates, (except insofar as same are included in the Common Expenses and paid for by the Purchaser as part of the Occupancy Licence Fee) the Occupancy Licence Fee and estimated Common Expenses shall be apportioned and allowed to the Closing Date. With respect to the realty taxes (including local improvement charges and sewer impost charges), the same shall be estimated as if the Unit had been assessed as fully completed by the relevant taxing authority for the calendar year in which the transaction is completed, and shall be adjusted as if such taxes had been paid by the Vendor, notwithstanding the same may not have been levied or paid by the Closing Date, subject however, to readjustment on the actual amount of such taxes being ascertained. The Purchaser shall provide the Vendor on the Closing Date with twelve (12) post-dated cheques, payable to the corporation for common expenses attributable to the Unit. If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected and remitted by the Vendor. The Purchaser shall reimburse the Vendor on the Closing Date for any new levies or any increase in levies exacted by any governmental authority following the date of acceptance hereof, including, without limitation, any additional levies incurred pursuant to the Development Charges Act (Ontario) 1990 R.S.O. c.D.9. The Purchaser shall also reimburse the Vendor on the Closing Date for the cost of the Ontario New Home Warranty Program enrolment fee for the Unit and for Provincial Sales Tax paid by the Vendor for any chattels included in Schedule "B" hereto. The Purchaser shall be responsible for and shall pay on the Closing Date the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument.
- (b) The parties acknowledge and agree that the Purchase Price is inclusive of the Federal Goods and Services Tax (the "G.S.T.") payable pursuant to the Excise Tax Act (Canada) (the "G.S.T. Legislation") 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 G.S.T. payable with respect to the within transaction of purchase and sale (less all refunds, credits and rebates available to the Purchaser pursuant to the G.S.T. Legislation, including without limiting the generality of the foregoing the Federal Goods and Services Tax 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.
- (c) In consideration of the Purchase Price being inclusive of G.S.T., 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 G.S.T. Legislation, including without limiting the generality of the foregoing in the event that the Purchaser qualifies for same, the Federal Goods and Services Tax New Housing Rebate. In the event that the Purchaser qualifies for the Federal Goods and Services Tax New Housing Rebate, the Purchaser acknowledges having received credit from the Vendor for the amount of the Federal Goods and Services Tax Housing Rebate to which the Purchaser is entitled pursuant to the G.S.T. Legislation, 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.
- (d) Subject to Subparagraph 6(f) below, the Purchaser covenants and agrees that he shall forthwith 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 G.S.T. legislation) to occupy the Unit as his or their primary place of residence (as defined in the G.S.T. legislation) 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 G.S.T. Legislation.
- (e) Subject to Subparagraph 6(f) below, the Purchaser covenants and agrees to deliver to the Vendor on Closing, 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 6(d) above.
- (f) In the event that the Purchaser shall for any reason fail to qualify for the Federal Goods and Services Tax New Housing Rebate, 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, and in the event that such failure to qualify 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

6(d) and the obligation to deliver an independent form of such covenant under Subsection 6(e).

- (g) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any G.S.T. 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 G.S.T. to the Vendor in accordance with the G.S.T. Legislation.
- (h) An administration fee of ONE HUNDRED (\$100.00) DOLLARS shall be charged to the Purchaser for any cheque delivered to the Vendor and not accepted by the Vendor's bank for any reason.

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

5. 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 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 providing to the Purchaser or the Purchaser's Solicitor the following:

- (a) a mortgage statement or letter from the mortgagee(s) confirming the amount 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 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.

6. The Purchaser will not claim any lien holdback on the Confirmed Possession Date or Closing Date, pursuant to the Construction Lien Act, R.S.O. 1990, c.C.30. The Vendor shall complete the remainder of the condominium according to its schedule of completion and neither the Confirmed Possession Date nor the Closing Date shall be delayed on that account.

#### **The Planning Act**

7. 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.

#### **Purchaser's Covenants, Representations and Warranties**

8. 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 that 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 further acknowledges and consents that a consumer report containing credit and/or personal information may be obtained by the Vendor in connection with this transaction.

9. 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 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 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 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).

10. 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, 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 third parties.
11. The Purchaser covenants and agrees that he will not object to nor oppose any amendment to or change in the zoning and/or site plan requirements for the Condominium or neighbouring or adjacent lands, or oppose any other applications by the Vendor to any board, tribunal or municipal or provincial body relating to the development of the Property, or any neighbouring or adjoining lands.
12. 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 modeling units, and the display of signs located on the Property.
13. 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.

#### **Warranty Program**

14. The Vendor represents and warrants to the Purchaser that the Vendor is a registered vendor/builder with the Ontario New Home Warranty Program (the "**Warranty Program**"). The Vendor covenants that on completion of this transaction a warranty certificate for the Unit will be requested by the Vendor from the Warranty program. The Vendor further covenants to provide the Corporation with a similar warranty certificate with respect to the Common Elements. These shall be the only warranties covering the Units and Common Elements. The Purchaser acknowledges and agrees that any warranties of 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 *Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31* ("**O.N.H.W.P.A.**") and shall only extend only for the time period and in respect of those items as stated in the O.N.H.W.P.A., it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit, other than as expressed herein. The Purchaser hereby irrevocably appoints the Vendor his agent to complete the Ontario New Home Warranty Program Certificate of Deposit and any excess deposit insurance documentation.

#### **Right of Entry**

15. Notwithstanding the Purchaser occupying the Unit on the Confirmed Possession Date or the closing of this transaction and the delivery of title to the Unit to the Purchaser, 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 replacements 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.

#### **Inspection**

16. The Purchaser agrees to inspect the Unit upon the Vendor's request, with a representative of the Vendor prior to the Confirmed Possession Date and then execute a Certificate of completion and Possession (the "**Certificate**") in such form as may be prescribed under the O.N.H.W.P.A. listing all outstanding, incomplete or apparently defective items in the Unit. Except as to those items specifically listed in the Certificate, the Purchaser shall be deemed to have acknowledged that the Unit has been completed in accordance with this Agreement and the purchaser shall be deemed conclusively to have accepted the Unit. The completion of the foregoing inspection and the endorsement of the Certificate by the Vendor are conditions of the Vendor's obligation to provide occupancy to the Unit to the purchaser and to complete this transaction on the Closing Date. In the event the Purchaser fails to execute the Certificate prior to the Confirmed Possession Date, the Vendor may declare the Purchaser to be in default under this Agreement and exercise any or all of its remedies set forth herein or at law or may complete such form on behalf of the Purchaser and the Purchaser shall be bound as if he had executed the Certificate. The Vendor agrees to complete all items set forth in the Certificate in respect of the Unit in accordance with its obligations pursuant to the O.N.H.W.P.A., as soon as it is reasonably practicable.

17. Upon default of the Purchaser of any of the covenants, representations, warranties, acknowledgements 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 (and the corresponding obligation of the Purchaser) to 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.

**Common Elements**

18. The Purchaser acknowledges that the Condominium will be constructed substantially in accordance with plans and specifications filed with the Building Department of the appropriate municipal office having jurisdiction. The Purchaser covenants and agrees he 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, the zoning by-law, 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, provided the substituted materials are in the judgement 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 such modifications.

**Risk**

19. 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 Condominium 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, together with the Vendor Take Back Mortgage, if any, 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**

20. 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.
21. 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.
22. This Offer when accepted shall constitute a binding contract of purchase and sale subject only to the expiration of the statutory period in section 52 of the Act, and time shall in all respects be of the essence hereof. It is agreed 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.
23. 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, executors, administrators, successors and assigns.

24. The Purchaser acknowledges that the size of the Unit as represented by the sales literature is measured in accordance Bulletin 22 of the O.N.H.W.P.A., 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.

25. (a) 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 or the Confirmed Possession 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

(b) It is further provided that, notwithstanding subparagraph 36(a) hereof, in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Confirmed Possession Date or 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.

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

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

28. 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.

29. 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 Property after the Closing Date pursuant to the Act.

30. 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 Confirmed Possession 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 Confirmed Possession Date. On the Closing Date, the Purchaser's solicitor must arrange for registration of the Power of Attorney instrument in the appropriate Land Titles Office 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 of the Closing Date.

**Notice**

31. Any notice give 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 Confirmed Possession Date and to the Vendor at 2 Toronto Street, P.O. Box 1438, Barrie, Ontario L4M 5R4, 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 Saturday, Sundays and holidays.

**Cause of Action**

32. 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.



Notice/Warning Provisions

33. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Building to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Confirmed Possession Date or Closing Date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction.
34. Purchasers are advised that despite the best efforts of the Simcoe Board of Education, sufficient accommodation may not be available for all anticipated students in neighbourhood schools in the area and some students may be accommodated in temporary facilities and/or be bussed to a school outside of the area, according to the Simcoe Board of Education Transportation Policy.
35. Purchasers are advised that despite the best efforts of the Simcoe Roman Catholic Separate School Board, sufficient accommodation may not be available for all anticipated students in the area and some students may be accommodated in temporary facilities and/or bussed to a school outside of the area and further that the students may later be transferred to the neighbourhood school.
36. The Purchaser acknowledges that excessive noise levels, vibrations, dust, debris and matters of a similar nature may exist during construction and completion of this Condominium on the Property and construction on neighbouring lands. The Purchaser agrees to take possession of and occupancy of the Unit notwithstanding such conditions, provided the Unit is substantially complete.