

**AGREEMENT OF PURCHASE AND SALE**  
**(FOR USE IN THE PROVINCE OF ONTARIO)**

**PURCHASER,** \_\_\_\_\_, agrees to purchase from  
(Full legal names of all Purchasers)

**VENDOR,** Waterfront Communities Inc., the following  
(Full legal names of all Vendors)

**REAL PROPERTY:**

Municipal Address \_\_\_\_\_

Legal description Lot Plan 13M-61, in the geographic Township of Bedford, now the Township of South Frontenac, County of Frontenac  
(the "property").  
(Legal description of land including easements)

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

**DEPOSIT:**

Purchaser submits (upon acceptance) \_\_\_\_\_ 10% of the purchase price \_\_\_\_\_ Dollars (CDN\$ \_\_\_\_\_)  
(Herewith/Upon acceptance)

cash or negotiable cheque payable to JAMES M. BOND IN TRUST to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Purchaser agrees to pay the balance as follows:

- A. Purchaser agrees to pay balance of the purchase price, by certified cheque, subject to the usual adjustments to the Vendor's solicitor on the closing date.
- B. Signature of this agreement by facsimile shall be legal and binding on the parties.
- C. The purchasers acknowledge that Blocks 38, 39, 40 41 and 43 are common lands for the benefit of all owners of subdivision lots from time to time, and that these blocks are registered as Frontenac Common Elements Condominium No. The purchasers acknowledge the purchase of the lot above includes an undivided 2.8571428% interest in the Condominium, and this Agreement is conditional upon the acceptance and signature of "Agreement to Purchase an Interest in a Common Elements Condominium attached as Schedule "A".
- E. The purchasers acknowledge having reviewed the Subdivision Agreement registered as FC12513, and is available online at [www.BadourFarm.com](http://www.BadourFarm.com). The Purchasers acknowledge that the Vendor shall not be obligated to register a release of such Agreement and the Purchasers shall satisfy themselves as to compliance with the said Agreement. All such agreements must be in good standing as of the closing date and the Municipality must have sufficient security on file to satisfy the Vendor's/Subdivider's obligations under such Agreement(s). The purchaser acknowledges the Restrictive Covenants contained in Schedule "J" of the Agreement
- F. The purchasers acknowledge that they have been advised of the HydroG report prepared by WESA dated February 2004 and said report is available for viewing online at [www.BadourFarm.com](http://www.BadourFarm.com), or at the sales office of LandArk Homes, or the offices of McIntosh Perry Consulting Engineers located at 115 Walgreen Rd. Carp.
- G. The purchasers acknowledge that they have received a copy of the draft site plan for the lot they are purchasing showing the proposed septic system areas, attached as schedule "B" hereto and understand that any significant amendments or changes to said plan will require appropriate approvals from the Municipality, Rideau Valley Conservation Authority (RVCA) and Health Units. The grading and drainage requirements of the property are established by the Municipality and RVCA, with which the Vendor is obliged to comply.
- H. Covenants and Zoning: Purchaser acknowledges having reviewed the Zoning and Restrictive Covenants contained in Schedule "C" attached hereto, and understand that no building or structure shall be erected nor fill placed, nor drainage improvements made within these setbacks without approval from the Municipality and RVCA.
- I. The Transfer/Deed of Land may contain a provision that it is subject to the rights of the Vendor/Subdivider, their successors and assigns, in the nature of an easement or licence for themselves, their servants or agents, to enter upon the said lands at any time and do such works as may be required of them in order that they may carry out their obligation under the Subdivision Agreement and any amendments or addendums thereto;
- J. The Purchasers agree to accept the property subject to the municipal regulations and restrictions now or hereafter affecting the said property and agrees to observe and comply with the said regulations and restrictions and Subdivision Agreement, including any amendments and addendums thereto. The Purchasers agree to accept title to the said lands subject to any easements or licence for the installation and maintenance of public or any other utilities including without limitation, telephone, and hydro, and agrees to execute upon request any easements required either before or

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**JAMES M. BOND 10 Market Square Perth ON K7H 1V7**

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after closing. The Purchasers covenants and agrees that the Transfer/Deed may reserve such rights and easements. The Purchasers covenant and agree that all covenants herein shall not merge on the closing of this transaction, but shall remain in full force and effect.

- K. The purchasers acknowledge that the property is located in a development which will take a number of years to complete and as such from time to time will be subjected to noise, dust, blasting, and construction traffic associated with the development of a new residential subdivision.
- L. The purchaser agrees to submit architectural drawings/building plans to the Vendor's appointed Architectural Committee for approval prior to the commencement of construction. The fee for this submission shall be \$300 payable by the purchaser at the time of submission. The Architectural Committee shall have 30 days in which to assess/comment on the drawings failing which the said drawings shall be deemed to be accepted. It is understood that said assessments shall relate to the exterior appearance of the proposed building(s). It is understood that the Architectural Committee shall not be compelled to review any proposed building(s) once the building(s) have been approved on 90% of the lots in the subdivision
- M. The vendor is currently attempting to obtain releases of those portions of the old right-of-way which lie outside of the proposed municipal roadway within the subdivision. Lots 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, and 29 are affected. The purchasers of these lots acknowledge that a portion of their lot may be subject to the pre-existing former right-of-way in favour of third parties.

**SCHEDULE(S)** A, B, C attached hereto form(s) part of this Agreement.

1. **CHATELS INCLUDED:** nil - vacant land

2. **FIXTURES EXCLUDED:** Nil - vacant land

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:

N/A

4. **IRREVOCABILITY:**This Offer shall be irrevocable by the purchaser until 4:00 p.m. on the \_\_\_ day of \_\_\_\_\_, 200\_\_  
(Vendor/Purchaser)

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 5:00 p.m. on the \_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_.

Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

6. **NOTICES:** Vendor hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. 613-267-7059 (For delivery of notices to Vendor) FAX No. \_\_\_\_\_ (For delivery of notices to Purchaser)

7. **GST:** If this transaction is subject to Goods and Services Tax (G.S.T.), then such tax shall be IN ADDITION TO the Purchase Price. If this  
(included in/in addition to)

transaction is not subject to G.S.T., Vendor agrees to provide on or before closing, a certificate that the transaction is not subject to G.S.T.

8. **TITLE SEARCH:** Purchaser shall be allowed **seven days prior to closing**, (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 (vacant) 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 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 providing 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 regulated 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 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, Listing Broker and Co-operating Broker shall not be liable for any

- costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Sellers and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and any amendments thereto, the Seller and Buyer acknowledge and agree that the delivery of documents and the release thereof to the Seller and Buyer may, at the lawyers' discretion; (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registrable documentation), and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
  12. **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 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 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 registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion 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.
  13. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.
  14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion of 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 other mortgagee's interest on completion.
  15. **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.
  16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the Planning Act, R.S.O. 1990.
  17. **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.
  18. **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 of completion itself to be apportioned to Purchaser.
  19. **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 by their respective lawyers who may be specifically authorized in that regard.
  20. **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.
  21. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.
  22. **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 ureaformaldehyde, and that to the best of Vendor's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. 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.
  23. **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.
  24. **AGENCY:** Unless otherwise specified in the Declaration of Representation, it is understood that all brokers involved in this transaction are working for the Vendor. Purchasers are at liberty to seek, representation from a broker under separate contract or receive customer service from the Vendor's broker.

- 25. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed 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.
- 26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

The Undersigned Spouse of the Vendor hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Purchaser that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2005 \_\_\_\_\_  
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	(Purchaser)	(Seal)	DATE _____
(Witness)	(Purchaser)	(Seal)	DATE _____

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2005 \_\_\_\_\_  
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

WATERFRONT COMMUNITIES INC.

\_\_\_\_\_  
 Per: Stephen Rolston, Vice-President  
 I have authority to bind the corporation

DATE \_\_\_\_\_

**WATERFRONT COMMUNITIES INC.**  
Schedule "A"

**Agreement to Purchase an Interest in a Common Elements Condominium**

Attached to and forming part of this Agreement of Purchase and Sale dated \_\_\_\_\_,  
for Lot \_\_\_\_\_, Plan 13M-\_\_\_\_\_

BETWEEN: \_\_\_\_\_  
\_\_\_\_\_ (the "Purchasers")

AND  
WATERFRONT COMMUNITIES INC. (The "Vendor")

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1. The meaning of words and phrases used in this agreement shall have the meaning ascribed to them in the *Condominium Act, 1998, S.O. 1998 C. 19*, the regulations thereunder and any amendments thereto (the "Act") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
    - a. "Agreement" shall mean the Agreement of Purchase and Sale to which this Schedule is attached including all other schedules attached hereto and made a part hereof;
    - b. "Condominium Documents" shall mean the Creating Documents (as hereinafter defined), the by-laws and rules of the Condominium Corporation, the disclosure statement and budget statement, as may be amended from time to time;
    - c. "Condominium Corporation" shall mean the Common Element Condominium Corporation created upon registration by the Vendor of the Creating Documents;
    - d. "Creating Documents" means the declaration and description (as such terms are defined in the Act), which are intended to be registered against title to the lands comprising the Condominium Corporation and which will serve to create the Condominium Corporation, as may be amended from time to time.
  2. In addition to purchasing the Real Property, the Purchaser hereby agrees to purchase a common interest in the Condominium Corporation as more particularly described in the Condominium Documents on the terms and conditions set out in this Schedule "A".
  3. The Purchase Price for the common interest in the Condominium Corporation is TWO (\$2.00) Dollars which is payable on the Closing Date stipulated on the Agreement.
  4. There is no deposit payable by the Purchaser for the purchase of the common element interest in the Condominium Corporation.
  5. The Purchasers agree to accept title subject to the Condominium Documents notwithstanding that same may be amended or varied from the proposed condominium documents provided to the Purchaser and acknowledges that upon receipt of a Transfer/Deed of Land to the Real Property, the common interest in the Condominium Corporation cannot be severed from the Real Property upon any subsequent sale of the Real Property.
  6. The Vendor's proportionate amount of the common expenses attributable to the Real Property shall be apportioned and allowed to the Closing Date.
  7. The Purchaser acknowledges that the Common Elements of the Condominium Corporation will be subject to the zoning restrictions of the Municipality; that being Open Space-Private and will permit passive outdoor recreational uses only. The Vendor may, from time to time, change, modify or vary in its sole discretion or at the instance of any governmental authority or mortgagee, any part of the Condominium to conform with any municipal requirements related to official plan or official plan amendments, zoning bylaws, committee of adjustment and/or land division committee decisions, or municipal site plan approvals. Such changes may be to the plans and specifications existing at inception of the Condominium Corporation or as they existed at the time the Purchasers entered into this Agreement, or as illustrated on any sales brochure, marketing drawings, artists' renderings or others. The Purchasers shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice hereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.
  8. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that if the Purchasers have not executed and delivered to the Vendor or its sales representative an acknowledgement of receipt of both the Vendor's Disclosure Statement and a copy of this Agreement duly executed by both parties hereto **within fifteen (15) days** from the date of the Purchaser's execution of this

Agreement, then the Vendor shall have the unilateral right to terminate this Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchasers' initial deposit cheque shall be forthwith returned to the Purchaser by or on behalf of the Vendor without interest.

Purchasers' address for service is \_\_\_\_\_

DATED AT \_\_\_\_\_ THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser

Waterfront Communities Inc.

\_\_\_\_\_  
Per: Stephen Rolston, Vice-President  
I have authority to bind the corporation

**SCHEDULE "B"**  
**to an Agreement of Purchase and Sale between:**  
**WATERFRONT COMMUNITIES INC.**  
**And**

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**Site Plan for specific lot being purchased is available to be downloaded from website**

**SCHEDULE "C"**  
**to an Agreement of Purchase and Sale between:**  
**WATERFRONT COMMUNITIES INC.**  
**And**

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**ZONING AND RESTRICTIVE COVENANTS<sup>1</sup>**

<b>Lot #</b>	<b>Zone</b>	<b>Effect</b>
1-6, 9,21	Special Residential R-12	for single detached or seasonal dwelling: interior side yard (Min) 15m Gross Floor Area(Min) 93m2 (1000 sq ft) min. setback from highwater mark or floodline of body of water: 40m 300 sq ft. accessory sleeping cabin permitted
7, 10, 12, 13, 18 -20,	Special Residential R-10	for single detached or seasonal dwelling: interior side yard (Min) 15m or 50' Gross Floor Area(Min) 93m2 (1000 sq ft) Min. Setback from highwater mark or floodline of body of water: 30m 300 sq foot accessory sleeping cabin permitted
8, 11 & 16	Special Residential R-11	for single detached or seasonal dwelling: interior side yard (Min) 15m Gross Floor Area(Min) 93m2 (1000 sq ft) min. setback from highwater mark or floodline of body of water: 35m 300 sq foot accessory sleeping cabin permitted
14 & 15	Special Residential R-14	for single detached or seasonal dwelling: interior side yard (min) 15m Gross Floor Area (Min) 93m2 (1000sq ft) min setback from highwater mark or floodline of body of water: 50m 300 sq ft accessory sleeping cabin permitted
22-29	Residential R-13	for single detached or seasonal dwelling: interior side yard (min) 15m Gross Floor Area (min) 1,000 sq ft setback from highwater mark or floodline of body of water; 30m
17,30 - 35	Special Residential R-15	for single detached or seasonal dwelling: interior side yard (min) 15m Gross Floor Area (min) 1,000sq ft setback from highwater mark or floodline of body of water: (min) 30m

**RESTRICTIVE COVENANTS**

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<sup>1</sup> For full zoning restrictions, purchasers should contact the Township and consult the applicable zoning by-law.

1. Notwithstanding the zoning bylaw, minimum size of a bungalow on waterfront lots is 1500 square feet. A walkout bungalow will still be considered a bungalow with no consideration for the livable area in the basement;
2. Notwithstanding the zoning bylaw, minimum size of a two storey home on waterfront lots is 2000 square feet.
3. No vinyl siding.
4. Exterior colours must be earth tones;
5. No storage of fill on vacant lots;
6. Outdoor storage must be properly fenced or screened from view from the road, lake and neighbours.