

Schedule B
Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER:, and

SELLER: Margaret Ann Graham

for the property known as 39 Elmdale Dr Wellington

ON dated the day of, 20.....

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, S.O.2000,c.17

The parties agree that the keys to the property shall be left in a lock box at the property and the code to the same is to be provided to the Buyer's lawyer in escrow pending closing of this transaction.

In accordance with the Federal Privacy Act (PIPEDA) the Buyer and Seller hereby consent and agree to permit the Listing & Selling Brokerage to distribute and use sale related information regarding the subject property on marketing materials, newsprint, website, and social media which may include the property address, list price, sale price, number of offers and photos.

The Buyer agrees to take possession of any chattel or anything else left in, on, or around the property on closing.

Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, (statute), the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian under the non-Canadian provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Buyer shall deliver to the Seller a statutory declaration that Buyer is not then a non-Canadian of Canada; provided further that if the Buyer qualifies for any exception as set out or prescribed by the statute, the Buyer shall deliver to the Seller a statutory declaration that the Buyer is a non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.

The Buyer acknowledges having received a copy of the Wellington on the Lake Covenants and Restrictions.

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



Schedule VI
to Agreement of Purchase and Sale
Covenants and Restrictions

WHEREAS the Developer is the registered owner of all of the Lots in Plan 47M-12 and has caused these covenants and restrictions to be made to place restrictions on all lots on Plan 47M-12 (hereinafter called "**Lots**") for the benefit of the Developer and all future owners of Lots (hereinafter called "**Lot Owners**");

AND WHEREAS every purchaser/transferee of any of the Lots or any part thereof, by accepting and registering a deed or transfer, covenants and agrees on behalf of himself, his successors and assigns with the Developer and the other Lot Owners, and their successors and assigns, that the purchaser/transferee will observe and comply with each of the following covenants and restrictions

1. **LOT OWNERS TO LOT AND PREMISES:** Each Lot Owner shall not permit his lot or premises to fall into disrepair nor shall the Lot Owner fail to comply with all applicable laws and regulations and By-laws, the Developer's rules and regulations and the applicable provisions of any Registered Restrictions.

2. **ADVERTISING AND SIGNS:** Except for temporary signs erected by or with the permission of the Developer in connection with the initial development, lease or sale of Lots or dwelling units on the Lots no sign or other advertising device of any nature shall be placed for display to the public view on any Lot (including temporary signs advertising property for sale or rent) except (i) with the consent of the Developer or (ii) to indicate any open house or inspection and only during the actual time of such open house or inspection, which open house or inspection for any Lot shall be limited to not more than eight (8) hours per week.

3. **PROTECTIVE SCREENING AND FENCES:** Any screen planting, fence enclosures or walls initially developed on a Lot shall be maintained by the Owner of the Lot and shall not be removed or replaced with anything other than a similar type of planting, fence or wall except with the permission of the Developer. Except for the foregoing, no fence, wall or screen planting of any kind shall be planted, installed or erected upon any Lot unless approved by the Developer, and no fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

4. **GARBAGE AND REFUSE DISPOSAL:** Except for the Developer's building materials during the course of construction or repair by the Developer, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material shall be kept, stored, or allowed to accumulate outdoors on any Lot except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot as to provide access to persons making such pick-up.

5. **ABOVE SURFACE UTILITIES:** No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground without the prior approval of the Developer.

6. **NOXIOUS OR OFFENSIVE ACTIVITIES:** No noxious or offensive activity shall be carried out, nor shall anything be done on any Lot or Block that may be or become a nuisance or annoyance in the area or to the Lot Owners or occupants. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort or welfare, (ii) be injurious to property, vegetation or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard or (iv) violate any zoning regulation or other law or regulation. Provided that nothing in the paragraph shall be construed as or applied as a means of inhibiting the Developer from construction on Lots.

7. **OIL AND MINING OPERATIONS:** No Lot shall be used for the purposes of boring, drilling, refining, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth (except soil boring in connection with Developer's construction on Lots) and no derrick or other structure designed for use in boring for oil or natural gas or any other mineral shall be erected, maintained or permitted, except with

Initials: _____

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the consent of the Developer.

8. NO DWELLING IN OTHER THAN RESIDENTIAL UNITS: No trailer, basement, tent, shack, barn, outbuilding, shed, garage, temporary building or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot.

9. RESIDENTIAL USE ONLY: No Lot shall be used for other than residential purposes and purposes incidental and accessory thereto except if used by the Developer for a model home and/or real estate office during the time of development, construction, sale or lease of Lots or dwelling units. Provided that this restriction is not intended to preclude the operation of an in-home office.

10. OUTSIDE STORAGE OR PARKING OF OVERSIZED, COMMERCIAL OR RECREATIONAL VEHICLES, CAMPER BODIES, BOATS OR TRAILERS: Except in relation to the Developer's construction and maintenance vehicles and equipment, there shall be no outside storage or parking of commercial or recreational vehicles, unlicensed motor vehicles of any type, camper bodies, recreational vehicles (commonly referred to as "R.V.s"), boats and trailers for more than seven (7) days in any 30 day period, except (i) as may be otherwise permitted by the Developer and (ii) in areas designated for such purpose by the Developer, and, unless used in connection with the construction or sale of Lots by the Developer or in connection with maintenance, repair or replacement, or unless otherwise consented to by the Developer, the following shall not be permitted to remain outdoors overnight in Plan 47M12 more than seven (7) days in any 30 day period:

(a) oversized vehicles, i.e., unable to fit within a normal-sized vehicle parking space;

(b) commercial vehicles, i.e., having a commercial vehicle license plate or commercial signage thereon;

Any vehicle which contravenes this paragraph above may be removed by the Developer at the Owner's cost and risk.

11. MAINTENANCE AND REPAIR WORK: Except in conjunction with the Developer's construction, or in conjunction with emergency repairs, (i) no extensive work on any motor vehicles, commercial or recreational vehicles or machines of any kind shall be permitted outdoors on any Lot or Block, (ii) no maintenance or repair work shall be done on any Lot which unreasonably disturbs the occupants of other Lots.

12. NO CLOTHESLINES: No outdoor drying or airing of any clothing or bedding shall be permitted on any Lot unless authorized by the Developer.

13. TREES AND OTHER NATURAL FEATURES: No trees designated by the Developer as permanent shall be removed from any Lot except with the permission of the Developer.

14. NO OUTDOOR HOTTUB OR SPA: No outdoor hot tub or spa shall be constructed or placed, temporarily or otherwise, upon any Lot, unless (i) authorized by the Developer and (ii) such hot tub or spa, if approved, is installed within 24 months.

15. NO OPEN FIRE PIT: No open fire pit shall be constructed or placed, temporarily or otherwise, upon any Lot, unless (i) authorized by the Developer and (ii) such open fire pit, if approved, is installed within 24 months.

16. BINDING EFFECT: The covenants, easements, restrictions, rights of way and other rights reserved herein shall run with the lands described herein and shall be binding upon and for the benefit of the Developer and Lot Owners and their respective successors and assigns. The Developer or Lot Owner(s) from time to time may move to enforce said covenants, easements, restrictions, rights of way and other rights reserved herein, before any court of competent jurisdiction as against any person, individual and/or Lot Owner who is in breach thereof and shall be entitled to all remedies for the purpose of enforcing the same and any person and/or Lot Owner found to be in breach of said covenants, easements, restrictions, rights of way and other rights reserved herein, shall, in addition to any order of the court remedying the breach, be liable for costs of the action on a solicitor and client basis.

Initials: _____

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17. AMENDMENTS TO THIS DOCUMENT: The covenants and restrictions contained herein for the benefit of the Lot Owners may be amended with the consent of 80% of the Lot Owners PLUS the consent of the Developer. No amendment (s) shall be effective unless registered on title to the Lot or Lots to which they apply.

18. SEVERABILITY: If any section herein, part of a section, easement, restriction, right of way, term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such section, part of a section, easement, restriction, right of way, term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each section, part of a section, easement, restriction, right of way, term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. INTERPRETATION: This Agreement shall be read with all changes of gender or number required by the context.

20. HEADINGS: The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision herein.

Initials: _____

Initials: _____