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COLLABORATIVE REAL ESTATE

KAREN E. WILLISON, RLP LOCATIONS NORTH BROKERAGE



Exclusive Listing Information Package

Lot 117 Spinnaker's Lane, Thornbury Offered at \$1,075,000.00 Closing - September 2024











CollaborativeRealEstate.ca





1723 sq. f t.



2 Bed



3 Bath



COLLABORATIVE REAL ESTATE

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Quick Facts Lot 117 Spinnaker's Lane, Thornbury

- Brand new build, ready in 2024, walking distance from a private community beach on Georgian Bay, minutes from a great golf course and the lovely town of Thornbury.
 Enjoy this thriving and friendly enclave -- the 'Cottages' neighbourhood at Lora Bay.
- Vaulted ceilings in the great room with gas fireplace
- Hardwood flooring throughout the main floor
- Main floor primary suite with a 2nd bedroom & loft on the upper level
- 3 baths
- Covered front porch
- Attached garage

The SUMMIT 1723 sq.ft.

2 Bedrooms + Loft includes 110 sq.ft. Finished Vestibule



ELEVATION A



*Images from sherwoodhomesItd.com



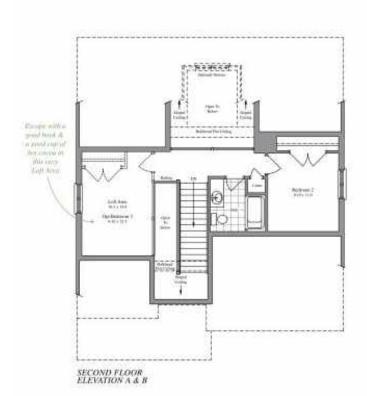


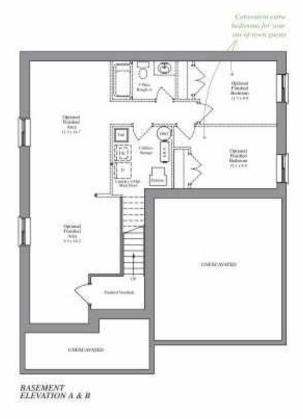
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ELEVATION A





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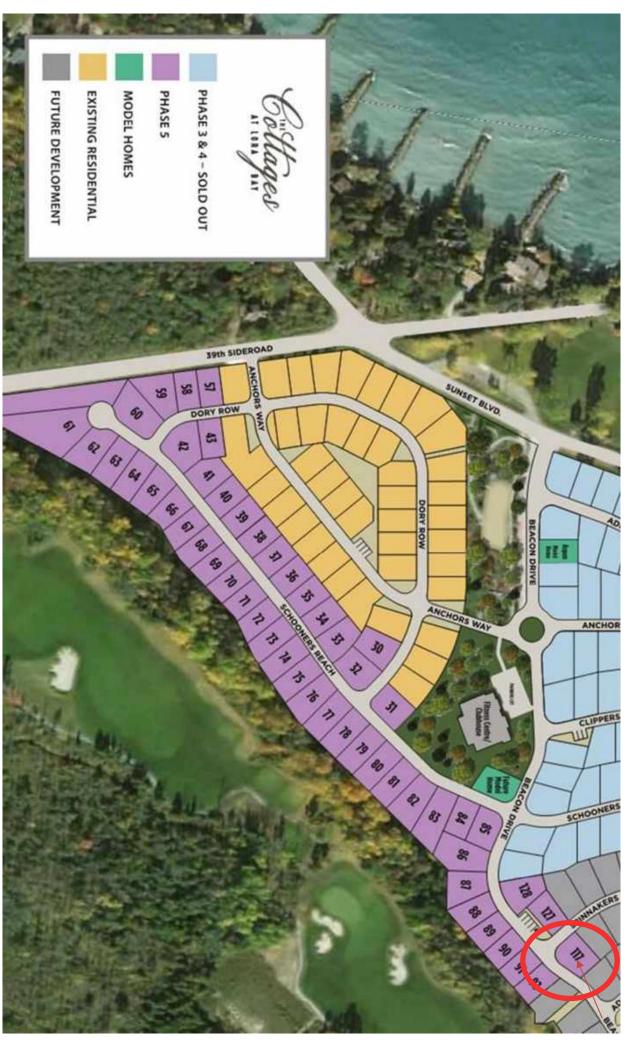


<u>Upgrades List - Lot 117 Spinnaker's Lane</u>

Area	Upgrade
Whole House	 Smooth ceilings (excludes basement) Oak stairs with square black iron pickets/red oak post/railing - square plain post and square black iron pickets, stained finish
Great Room	 Heat & Glo SlimLine Fusion Series 36" gas fireplace with clean face black trim & Pure Marble Cavelano polished 24"x24" tile up to the ceiling Lighting - capped ceiling outlet with switch & pot lights located in sloped ceiling Hardwood flooring
Kitchen/Dining Room	 Solid surface Ceasarstone countertops BL-Align one-handle pulldown kitchen faucet Blanco Horizon U2 Silgranite kitchen sink Rough-in for gas range Microwave outlet located in walk in pantry Hardwood flooring Bamco cabinet upgrades: 2-sets pot & pan drawers, 42" uppers L-moulding to ceiling
Powder Room	 Solid surface Caesarstone countertops BL-Align bathroom accessories package BL-Align single handle vanity faucet Contrac Collete rectangular vanity sink Palladium 12" x 24" floor tile 36" vanity height
2nd Floor Main Bathroom	 Solid surface Caesarstone countertops BL-Align bathroom accessories package BL-Align posi-temp tub/shower faucet with toe-tester BL-Align single handle vanity faucet Contrac Collete rectangular vanity sink Palladium 12" x 24" floor tile 36" vanity height

Primary Ensuite w/Shower	 Solid surface Caesarstone countertops BL-Align bathroom accessories package BL-Align posi-temp tub/shower faucet no toe-tester BL-Align single handle vanity faucet Contrac Collete rectangular vanity sink Glass shower hardware - matte black Hexagon shower floor tile Palladium 12" x 24" floor tile 36" vanity height
Laundry	Palladium 12" x 24" floor tile
Primary Bedroom	Hardwood flooring
Foyer	Hardwood flooring
Garage	 Garage door opener - belt operated w/WiFi connect Keyless entry
Exterior Hardware	Capri grip set with deadbolt - matte black

Schedule "C"
Sales/Site Plan
Purchaser must circle and initial the Unit being purchased



Provided By:





30" Gas Slide-In Range



KEY FEATURES

- Industry leading oven capacity 5.7 cu.ft.
- Extra-large cooking zone
- Cool touch oven door

	GENERAL
Туре	Siide-in
Size	30"
Finish	Stainless Steel
Control Type	Knob Control
Cooktop Control Type	Knob Control
Burner Color	Black
Knob Color	Stainlens Steel
Fuel Type	Natural Gan
100	FUNCTIONS
Cooking Functions	5
Bake	Yes
Convection Bake	Yes
Broil	Yes
Convection Roast	Yes
Self Clean	Yes
Sabbath Mode	Yes
1	FEATURES
Convection Type	True European Convection
Oven Enamel Color	Black
Interior Illumination	2 x Halogen Lights
Oven Rack Positions	6
Preheat Indicator Light and Signal	Yes
Adjustable Feet	Yes
Drawer type	Storage Drawer
Oven Glass Window	O Shaped Metal + Glass
Door Cooling System	Cool Door - 4 Pane Heat Resistant Glass (Fixed)
	COOKTOP
Burner Configuration	5 Gas
Front Left	12,500 BTU
Rear Left	8.000 BTU
Central (circular burner)	16.000 BTU
Front Right	12,500 BTU
Rear Right	8,000 BTU
Simmering	Yes
Pan Support Type	Cast Iron
Re-Ignition Gas Safety Device	Yes
	CCESSORIES
Wok Adapter	Included
Chrimed Wire Racks	2
Island Trim	Included
Anti-Tip Bracket	Yes
LP Conversion Kit	Included









Provided By:





36" Counter Depth French Door Refrigerator



KI	E,	Y	F	F	TΖ	IJ	R	ES
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- Duo Cycle Frost Free Cooling
- Blue Light Technology
- IonFresh
- Inner Digital Display
- Large Pantry Drawer
- Interior Filtered Water Dispenser
- Interior Theater Lighting with LED Lights

GEN	IERAL		
Cooling System	Dual Compressor/Frost-Free		
Control System	Electronic Control		
Туре	Freestanding		
Finish	Stainless Steel		
CAPA	CITIES		
Total Net Volume cu. ft.	19.86		
Fresh Food Net Volume cu. ft.	13.3		
Freezer Net Volume cu. ft.	6.56		
FRIDGE I	FEATURES		
Blue Light technology	Yes		
IonFresh	Yes		
Carbon Filter	Yes		
Interior Filtered Water Dispenser	Yes		
Electronic Control Display Type	LED Inner Display on Front Top Trim		
Auto Defrost	Yes		
Inner Illumination	LED- Side Walls		
Shelves	4		
Crisper	2		
Door Racks	6		
Compressor	Variable Speed VCC		
Fan Ventilation	Yes		
FREEZER	FEATURES		
Auto Defrost	Yes		
Number of Freezer Drawers	1		
Automatic Ice Maker	Yes		
TECHNICAL II	NFORMATION		
Supply Voltage, V/Hz	120V / 60 Hz		
Rated Current, A	2.2 A		
Noise Level, dBA	44 dBA		
PERFO	RMANCE		
Climatic Class	Т		
Annual Energy Consumption, kwh/year	387		
Cooling Gas	R6600a		
DIMEN	NSIONS		
H x W x D in.	69 ³ / ₄ x 35 ³ / ₄ x 26 ¹³ / ₁₆ in.		
H x W x D cm	177.1 x 90.8 x 68 cm		
Product Weight	298 lbs. (135 kg)		









Provided By:





24" Tall Tub, Top Control Dishwasher



FFATI	IDFS

- Touch Control
- 6 Programs
- Silent Operation: 48 dBA
- Extra Rinse Function
- Sanitize Function
- Easy Installation
- Concealed Heating Element
- Adjustable Feet and Self-adjustable Hinge

	ONTROLS
Control Type	Electronic Direct Access Touch Control
Position	Top
Finish	Steinless Steel
MAI	N FEATURES
Loading Capacity (Place Settings)	16
Tub Material	Stainless Steel
Interior Illumination	Top
DMFS Overflow Protection	Overflow Safety
5 Level Wash	Yes
Delay Timer	1/2 - 24 hours
Drying System	Active Ventilation
Brushless DC™ Motor	Yes
Turbidity Sensor	Yes
Silent Operation	45 dBA
All-in-1 Tablet Function	Yes
Interior High Loop with Air Gap	Yes
Detergent Dispenser Type	Sliding Lid
F	UNCTIONS
Half Load Function	Yes
Sanitize Function	Yes
SuperGloss Function	Yes
RapidClean Function	Yes
PowerWash Function with Extra Spray Arm-	Yes
p	ROGRAMS
Number of Programs	8
Pots and Pans+ (167°F)	Yes
Auto Program (131 – 149°F)	Yes
MixWssh+ (131 - 149'F)	Yes
Regular Wash (142-145'F)	Yes
Express Dry	Yes
GlassCare	Yes
Quick Wash (131°F)	Yes
Rinse & Hold	Yes
	DISPLAY
Rinse Aid Indicator	Yes
RA	CK SYSTEM
SmartFold Lower Back Folding Tines	4
Cutlery Basket	Sliding
Upper Rack (Inset Shelves)	2
SmartFold Upper Rack Folding Tines	3
Adjustable Upper Rack	3 Positions, Adjustable When Loaded







Provided By:

Tom The Dreamer MATTRESSES & APPLIANCES

Panasonic

4-in-1 Combination Oven with Air Fry



Space-saving combination microwave oven features healthy air fry, convection bake, microwave and broil cooking in an award winning sleek stainless steel design.

One-touch Genius Sensor cooking and 21 auto programs offer a variety of healthy meal options for the whole family.

KEY FEATURES

- Healthy air fry and convection bake
- 1300 W broil and 1000W inverter microwave power
- Easy one push reheating without over/undercooking
- 21 auto programs for fast and delicious results
- Trim kit available. For a space-saving solution in your kitchen, convert combination oven to a built-in model with optional trim kit









Provided By:





Premium Power Lung (V-Line) Wall Mounted Range Hood



Low profile linear styling perfectly accents the professional-styled kitchen. Includes the Power Lung K Series blower system, which is perfect for light to moderate cooking (sound rating is 7.4 Sones at high speed). Lights feature a dual switch for dimming. Equipped with the SensaSource® heat sensor. Available in popular standard or custom paint colors, stainless steel, real brass, real copper or hammered copper. Shown with matching wall mount duct cover (sold separately). Recommended mounting height is 24" above the cooking surface. Suitable for use in

covered outdoor applications when installed

in a GFCI protected branch circuit.









Provided By:





Front Load Washer with Extra Power and 16-hr Fresh Hold Option

Front Load Electric Dryer with Extra Power and Quick Dry Cycle





KEY FEATURES

- 5.5 cu.ft.
- Extra power
- 16 hr Fresh Hold option
- Quick wash cycle
- Sanitize cycle
- Late add feature

KEY FEATURES

- 7.3 cu.ft
- Extra power
- Steam-enhanced dryer
- Advanced moisture sensing
- Quick dry cycle
- Maytag commercial technology









Appliance Package Pricing
Provided By:

Tom The Dreamer

MATTRESSES & APPLIANCES

Appliance Pricing:

30" Gas Slide-In Range

36" Counter Depth French Door Refrigerator

24" Tall Tub, Top Control Dishwasher

4-in-1 Combination Oven with Air Fry

Premium Power Lung (V-Line) Wall Mounted Range Hood

Front Load Washer with Extra Power and 16-hr Fresh Hold Option

Front Load Electric Dryer with Extra Power and Quick Dry Cycle

Total Package Price:

\$15,061.00 + tax









Schedule "D" List of Standard Items - Page 1

Purchase Price Includes the Following:

WARRANTY

All Homes are warranted by Tarion with 7-year coverage against major structural defects*

FOUNDATION/CONCRETE

- Poured concrete basement walls and floor
- Front porch steps and patio stone walkway

DOORS AND WINDOWS

- Low E Argon double pane maintenance-free vinyl clad white windows
- Egress basement windows(s) as per plan.
- Screens on all operating windows and patio doors
- 6'-8" insulated front entry door, exterior man doors will be insulated doors
- Signature design insulated overhead garage doors

MECHANICAL

- High efficiency natural gas, forced air furnace
- Central air conditioning
- Energy Recovery Ventilator (simplified installation)
- Programmable thermostat
- Exhaust fans in all bath and laundry areas vented to exterior
- Vent provided for future exhaust in basement bathroom rough-in
- Range exhaust fan in kitchen vented to exterior

PLUMBING

- Rental gas hot water tank. The Purchaser acknowledges that the hot water tank is a rental and agrees to assume the rental upon closing
- 5' acrylic bathtub with skirt and three tiled walls to ceiling; complete with shower faucet (as per plan)
- Master ensuite to include tiled shower with clear glass enclosure and chrome trim. Shower to include pressure/temperature control valve (as per plan)
- Master ensuite to include vanity with undermount basin(s) and granite countertops (choice from Vendor's samples, as per plan)
- Single lever vanity faucet throughout with matching bath accessories
- 2 exterior frost free hose bibs, as per plan
- Shut-off valves on all sinks

ELECTRICAL

- LED bulbs in all compatible fixtures
- · Electrical light fixtures preselected by builder
- Décora light switches and receptacles
- 200 Amp. electrical service
- Smoke and carbon monoxide detectors (as per Ontario Building Code)
- 220 Volt heavy duty wiring and receptacle for stove and dryer
- 6 interior pot lights as per plan, or as specified by purchaser, on a single switch
- 2 exterior weatherproof outlets (1 at front porch and 1 at rear of house)

Schedule D List of Standard Items - Page 2

ROUGH-INS

- Rough-in for CAT 6E telephone line to maximum of 4 locations
- Rough-in for cable television with RG6 coaxial to a maximum of 2 locations
- Rough-in for dishwasher
- Rough-in for future 3 piece bathroom in basement as per plan (waste pipes only)

INSULATION AND DRYWALL

- House fully insulated, 2x6 wall assembly with R22 batt and 1" rigid insulation, attics blown-in R60, cathedral ceilings R32, exposed floor insulation R32, full height R20 blanket insulation in basement
- Cement based backing board to all bathtub/shower areas if ceramic wall tile installed
- California ceilings throughout
- Garage common walls with home to be insulated and fume proofed
- Garage to be drywalled with prime paint only

INTERIOR TRIM AND HARDWARE

- Elegant 5-1/2" colonial baseboard and 3-1/2" casing
- 2 Panel shaker style interior doors, swing doors on closets (as per plan)
- Satin nickel lever door handles
- Polished square edge vanity mirrors in all bath and powder rooms
- Wire shelving in all bedroom and linen closets
- Wood handrail, posts, and pickets stained to coordinate with flooring. Painted closed stringers with carpeted treads and risers

PAINTING

- All finished trim to be painted with semi-gloss paint
- Walls to be painted a choice of builder white colours (selected from Vendor's standard samples) (1 primer, 2 finish coats)

KITCHENS

- Cabinetry and countertops (selected from Vendor's samples)
- ¾" Granite countertops with the undermount double stainless sink with single lever faucet
- Soft close drawers and doors throughout kitchen

LAUNDRY/MUDROOM

• Taps and drain for washer, dryer vent rough-in

FLOORING

- 5/8" tongue & groove subfloors, glued and screwed to floor joists
- Ceramic tile throughout as indicated on plan (selected from Vendor's samples)
- Quality broadloom carpet with high density under-pad throughout as indicated on plan (selected from Vendor's samples)
- Engineered hardwood flooring in great room and/or dining room as per plan (selected from Vendor's samples)

Schedule D List of Standard Items - Page 3

EXTERIOR

- Stone Veneer and prefinished siding, soffit and fascia. Other materials as per architectural drawings and/ or with builder's approval
- Architecturally designed double laminate fiberglass shingles
- Satin nickel grip set and dead bolt with interior coordinating lever
- Choice of architecturally controlled and coordinated exterior colour packages with Vendor's final approval
- Gravel driveway
- Lot graded and fully sodded

MISCELLANEOUS

- 9' main floor & 8' loft ceiling height or as per plan
- Premises cleaned at completion
- All ducting to be cleaned upon completion
- Due to City or Hydro service locations, Purchaser will be notified if it becomes necessary to reverse the driveway location and floorplan, which the parties acknowledge the Vendor has the right to do.
- The specifications in this Schedule are the specifications to which the home will be constructed. No specifications of any model home viewed by the Purchaser that differ from the specifications in this Schedule D will be included in the construction of the home unless specifically agreed to in writing by the Vendor

All plans and specifications are subject to reasonable modification, as necessary, at the discretion of the Vendor.

NOTICE TO PURCHASER- The Vendor commits orders to its suppliers on the date of this Agreement. Therefore, in some cases the Vendor cannot alter, change, or add to the specifications, details, or field notes. In order for any change to be implemented, all requests, after the offer becomes firm, must be in writing and accepted by the Vendor.

* In accordance with standard building practice and Tarion rules, the Vendor warrants to make any necessary drywall repairs (due to nail pops and drywall cracks caused by settling) at the one (1) year anniversary of closing subject to scheduling of work. The priming and painting of these repairs will be the full responsibility of the Purchaser, regardless of whether the builder/Vendor or Purchaser painted the house initially.

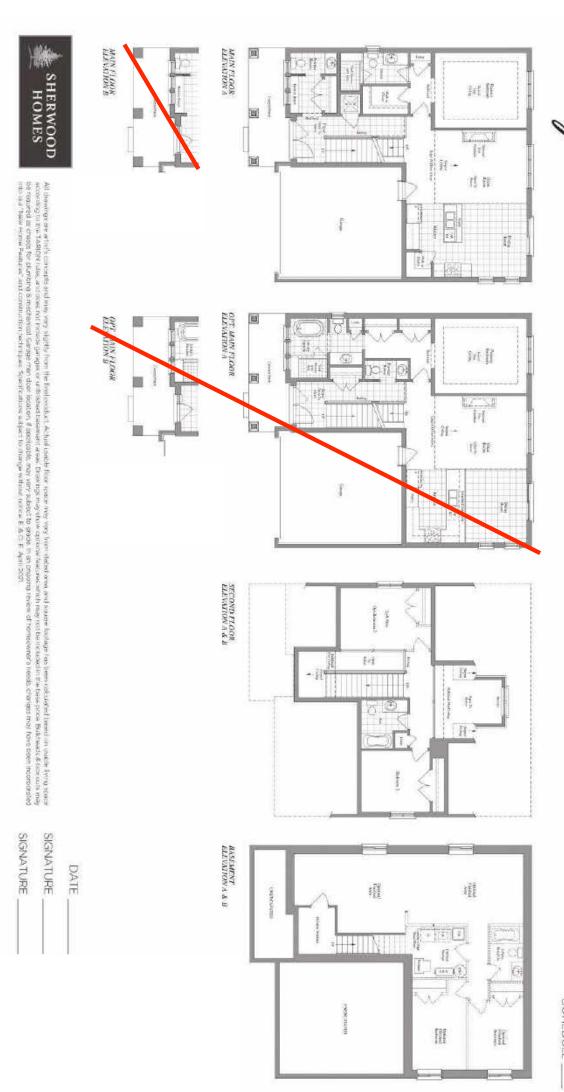
Schedule "E"
Artist Concept of House Plans & Elevations - Page 1



SUMMIT WITH LOFT



Artist Concept of House Plans & Elevations - Page 2



THE SUMMIT

Elevation A & B | 1785 sq.ft. | 2 Bedroom + Laft / Including 117 sq.ft. Einsided Basement Vestibule

SCHEDULE _

Schedule "J" Miscellaneous Covenants and Clauses Required by Municipality and Otherwise

Noise - Air Conditioning

Purchasers are advised that the dwelling unit located or to be located on this lot will be or has been equipped with a central air conditioning system with an air cooled condensing unit located, where possible, in a noise insensitive area but that noise levels may occasionally interfere with some activities of the occupants.

Purchasers are also advised that the outdoor air cooled condenser unit itself can produce noise to interfere with outdoor recreational activities.

Due consideration should be given to this noise factor when selecting the air cooled condenser unit location or an alternate quieter type of unit could be selected. The condenser unit sound rating should not exceed 7.6 bels for a 3.5 ton unit or less.

Postal Service

Purchasers are advised that door-to-door postal service will not be available within this Condominium Plan.

Purchasers are advised that a community super mail box or group mail box will be located at the end of the parking lot turning circle adjacent to the Recreation Centre.

Fire Routes

Purchasers are advised that all roads and laneways within the Plan will be designated Fire Routes in accordance with The Town of the Blue Mountains (the "Town") By-laws and that parking will be prohibited in accordance with said By-law.

Right of Entry

Purchasers are advised that various provisions of the applicable development agreement provide that the Developer and the Town shall be entitled to enter onto the lands within the Plan in order to carry out various installations, inspections, repairs and maintenance activities.

Obstructions on Public Highway

Purchasers are advised that they are not permitted to place or permit to be placed any fence, tree, shrub, hedge, landscape berm, signboard or other object within a public highway or within the lands laid out in the Plan for a public highway, whether or not such lands actually contain a paved portion of a public highway. Without limiting the generality of the foregoing, purchasers are advised that no driveway curb or pillar may be placed within a public highway or within the lands laid out in the Plan for a public highway, whether or not such lands actually contain a paved portion of a public highway and no driveway placed within such lands shall be constructed or altered so as to interfere with the operation of any municipal services, such as snow and garbage removal equipment.

Grading

Purchasers are advised that the Town has reserved the right to amend the provisions and details of the lot grading plans filed with the Development Agreement and that such amendments may result in alterations to features in said plans or the additions of other features, including, but not limited to, retaining walls. Purchasers are advised to consult with the Town's Engineering and Public Works Department to ascertain the particulars of any amended grading plans for any individual lot or lots and are cautioned not to rely solely upon the provisions and details contained in the lot grading plans filed with the Development agreement.

Lora Bay Community Association ("LBCA")

Purchasers are advised that the services they are paying for through LBCA and their respective condominium corporations are above and beyond the services normally provided by the Town and that the condominium related expenses are in addition to any property taxation paid to the Town.

Schedule "M" GRADING AND DRAINAGE REQUIREMENTS

The Purchaser is advised that prior to any grading modifications being made with respect to the Unit the Purchaser must ensure adherence to the overall grading plan for the vacant land condominium plan and The Cottages of Lora Bay as well as the site specific grading requirements for the Property.

Background:

Early in the land development process, the developer's consultants in accordance with the Municipality and other authority guidelines establish general drainage patterns. As construction proceeds, the consultants study the drainage system in considerable detail and exercise great care in the placement of the house on the lot. Seldom can the plans anticipate every contingency and often, these grading plans are amended, not in principal, but in detail. There may, therefore, be some variation between grading proposals and the actual work as executed; however, such modifications are not without good reason.

The Municipality has checks and balances to ensure proper grading and drainage is provided. Each unit is inspected and elevations recorded by a qualified inspector under the direction of a Professional Engineer or Ontario land surveyor to ensure that proper drainage is achieved. By sloping and contouring the unit, water is directed away from the house and channeled into the drainage swales and aprons for discharge into the storm sewers and/or other drainage features. It is crucial the Purchaser maintains the grading pattern and elevations as certified and the Purchaser should fill any settling within these areas immediately.

In most cases, drainage swales do not follow property boundaries. The Vendor will not alter drainage patterns to suit individual landscape plans. Should the Purchaser wish to install a fence, or any boundary feature, it is advisable to obtain the services of a qualified surveyor to re-establish the property lines and ensure that nothing encroaches onto the property of others. In addition, the permission of the board of directors of the condominium is required before anything can be done in the outside areas of the unit. Typically, a unit will receive water from and/or pass water onto other units. For this reason, any changes to the grades on the unit will affect the water flow from and to neighbouring units. The Purchaser is cautioned against making any grade changes or doing anything which would in any way block or impede the intended flow of surface water. It is essential to pay close attention when planning landscaping, swimming pools, decks or sheds, fences, and walkways to insure these additions will not alter, impede or restrict the drainage patterns established.

Due to weather conditions, especially during late fall though early spring, the Vendor may not have established grades at the time of Closing. The Purchaser must wait for final grade certification prior to any modifications to the unit.

Sample Defect: Established and initial grades put in place do not provide positive drainage despite the fact no changes have been made thereto.

Action: The Vendor to repair defect to the satisfaction of the developer's consultant to permit issuance of grading clearance certificate.

Sample Defect: Water ponding forty eight (48) hours after rain has ceased.

Action: Purchasers must immediately repair all minor settlement once the Vendor has established grades and contours and obtained grading certification. During the initial two (2) years following certification, the Vendor will fill areas that have sunken in excess of six (6) inches where water is ponding on unit forty eight (48) hours after rain has ceased. Purchaser's alteration to the certified grades or Purchaser's improvements that restrict or impede the flow of water will automatically relieve the Vendor of any responsibility to make repair.

Purchaser's Maintenance

Maintenance of positive drainage slopes is a Purchaser's responsibility once the Vendor has obtained grading certification. Purchasers should expect some settling in backfill soils and along utility trenches. Improper landscaping, whether done by professional landscapers or the Purchaser, is the largest single cause of drainage problems. Following are a few simple rules to follow when installing or altering landscaping:

- Prior to any grading modifications contact the Vendor or the Municipality to ensure a lot grading certification has been issued.
- Check with the building department before designing, installing, or changing landscaping for any regulations that the Purchaser is required to follow.
- Do not alter the original drainage on the unit.
- Retain the services of a qualified Professional Engineer whenever modifications to the established lot grading patterns are proposed.
- The Purchaser is responsible for changes to the drainage pattern made by any of their contractors (i.e. landscape, fence, deck, patio, etc.).
- Discuss drainage with any company hired to do an installation or any other work in the yard of the unit.

Call before digging! If the Purchaser is planning work with digging equipment - anything from tree planting, installing a fence to building pool or deck - check with the local utilities first to make sure there are no underground lines in the path of excavation.

SCHEDULE "V" TARION SCHEDULE

1. Tarion Learning Hub

The Purchaser can find information on Tarion Warranty Coverage through the Learning Hub on Tarion's website: https://www.tarion.com/homeowners/learning-hub

2. Warranty

(a) The Project, Unit and Property have the benefit of the warranties established pursuant to the *Ontario New Home Warranties Plan Act*/Tarion Warranty Corporation. As a result, no further warranty or guarantee is given. Apart from the warranties set out above, there is no express or implied: (1) condition, (2) warranty, (3) guarantee, (4) representation or term with respect to any matter including, without limiting the generality of the foregoing, the design or engineering or construction (including quality of materials) of the Unit, the Property, or the Project. The Vendor gives no warranty or guarantee with respect to any appliances conveyed by it to the Purchaser. The Vendor hereby assigns and transfers to the Purchaser all assignable manufacturers' warranties, if any, with respect to the Extras and fixtures if any. No further proof of this assignment shall be required or given on the completion of this transaction.

3. **Pre-Delivery Inspection of Unit and Tarion**

- (a) The Vendor shall conduct a pre-delivery inspection of the Unit with the Purchaser and the Purchaser's designate on or before the date of possession, without charging a fee.
- (b) The parties agree the Vendor and the Purchaser and the Purchaser's designate will, on or before the date of possession, meet at the Unit and conduct the pre-delivery inspection of the Unit.
- (c) The Purchaser shall indicate on the face of the *Ontario New Home Warranties Plan Act*/Tarion Warranty Corporation Certificate of Completion and Possession form or the pre-delivery inspection form the items to be completed which shall be subject to the completion of seasonal work and any items of a similar nature uncompleted, and listed thereon. Save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as completed in a good and workmanlike manner.
- (d) If the Purchaser and/or the Purchaser's designate fails to attend the pre-delivery inspection or fails to execute the Certificate of Completion and Possession form and predelivery inspection form at the conclusion of the pre-delivery inspection, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement and/or at law. Alternatively, the Vendor may, at its option, complete the within transaction but not provide the keys to the Unit to the Purchaser until the Certificate of Completion and Possession form and the predelivery inspection form have been executed by the Purchaser and/or the Purchaser's designate or complete the within transaction and complete the Certificate of Completion and Possession form and pre-delivery inspection form on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney and/or agent and/or designate to complete the Certificate of Completion and Possession form and pre-delivery inspection form on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser and/or the Purchaser's designate had executed the Certificate of Completion and Possession form and pre-delivery inspection form.
- 4. **Right to Extend Closing Date** The Vendor has a one (1) time unilateral right to extend the Firm Closing Date or Delayed Closing Date, as the case may be, for this transaction for one (1) Business Day (as such term is defined in Schedule "V(2)") to avoid the necessity of the Vendor having to tender on the Purchaser where the Purchaser is not ready to complete this transaction on the said Firm Closing Date or Delayed Closing, as the case may be. This does not detract from the Vendor's right to not have to tender on the Purchaser if the Purchaser is clearly unable or unwilling to complete this transaction on the Firm Closing Date or Delayed Closing Date, as the case may be, or the Closing Date if the Purchaser commits an anticipatory breach of this

contract that entitles the Vendor to terminate this Agreement and the Vendor accepts such breach of contract and terminates this Agreement.

- 5. **Purchaser's Address and Other Information is Correct** The Purchaser acknowledges that Schedule "V(2)" to this Agreement allows notice to be given to the Purchaser as set out therein. Consequently, it is important that the Purchaser's email addresses (if any), fax number (if any), and mailing address as set out in this Agreement is accurate. The Purchaser acknowledges having reviewed all of the contact information for the Purchaser set out in this Agreement and verifies that the said contact information for the Purchaser is correct. If there is any change in any email address, fax number, phone number or mailing address of the Purchaser, the Purchaser shall immediately give written notice of the change to the Vendor.
- 6. **Dispute Resolution** The Purchaser acknowledges that the provisions of the *Ontario New Home Warranties Plan Act* govern the resolution of any disputes between the Vendor and Purchaser arising out of this Agreement and that, due to the provisions of such legislation, such disputes are not the proper subject matter for litigation, but rather are to be resolved by conciliation and arbitration. The parties therefore agree to submit any present or future differences between the Vendor and the Purchaser arising out of this Agreement to conciliation and arbitration in accordance with the provisions of the *Ontario New Home Warranties Plan Act*.
- 7. **References to Plan of Subdivision** All references in Schedule "V(2)" Tarion Schedule under the title "INFORMATION REGARDING THE PROPERTY" to a "plan of subdivision" shall be deemed to be amended to read "vacant land condominium plan".

Warranty Information for New Homes in Vacant Land Condominiums



This information sheet provides a basic overview of the warranties and protections that come with your home in a vacant land condominium. A vacant land condominium home is a home constructed on a unit (parcel of land) in a vacant land condominium corporation and sold by a vendor to a purchaser at the same time as the land. Occupancy of the home is not provided before the closing of the sale of the land. This warranty is provided to you **by your builder** and backed by Tarion. For more detailed information, visit **tarion.com** and log into our online learning hub at www.tarion.com/learninghub

The Pre-Delivery Inspection (PDI)

Before you take occupancy of your unit, your builder is required to conduct a pre-delivery inspection, (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance, such as a home inspector. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your unit, such as the ventilation and heating systems. It is also important because it gives you an opportunity to note items in your unit that are damaged, missing, incomplete, or not working properly before you take occupancy. This record is also very important as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by your occupancy and use.

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking occupancy if they were missed during the PDI. If they are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades. There is more information about the PDI here: www.tarion.com/learninghub

Deposit Protection

The Condominium Act requires your builder to hold the deposit for your condominium unit in trust until the deposit is provided to the person entitled to it or the amount of your deposit is insured, as applicable. The Addendum to your agreement of purchase and sale provides that if your Agreement of Purchase and Sale is terminated by the builder, your deposit must be returned to you in full within 10 days. If your deposit is not returned, up to \$20,000 of your deposit amount is also protected by Tarion. This protection includes the money you put down towards upgrades and other extras.

Delayed Occupancy Coverage

Your builder guarantees that your unit will be ready for you to move in by a date specified in the purchase agreement or a date that has been properly extended (if for certain reasons the original occupancy date cannot be met). You may be able to claim up to \$7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale.

Warranty Coverage

The warranty on work and materials commences on your occupancy date and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario's Building Code
- Protects against unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work or materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work or materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against Ontario's Building Code violations that affect health and safety

Seven-Year Warranty

Protects against defects in work or materials that affect a structural load-bearing element of the home
resulting in structural failure or that materially and adversely compromise the structural integrity; and/or
that materially and adversely affect the use of a significant portion of the home.

Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty, and the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

Common Elements Not Covered

There is no Common Element warranty coverage on Common Vacant Land Condominium Corporations under the Ontario New Home Warranties Plan Act. As a purchaser, you should take note of the common elements associated with your unit, as maintenance and repair of these items may be the responsibility of the homeowners in the condominium project if required by the proposed governing documents of the condominium. This may include shared facilities, walkways, roadways and services (e.g. water and sewage lines, garbage removal and snow removal).

Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario's Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via cpg.tarion.com.

Important Next Steps

- 1. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
- Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.
- Register for Tarion's <u>MyHome</u> right after you take occupancy. MyHome is an online tool you can use from your
 computer or mobile device that allows you to submit warranty claims and upload supporting documents directly
 to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive
 official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need
 assistance.

About Tarion

Tarion is a not-for-profit organization that administers Ontario's new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at 1-877-982-7466 or customerservice@tarion.com.

Find more warranty information at Tarion.com

PROPOSED BUDGET

THE COTTAGES COLLECTION PHASE 5

LORA BAY



A PROPOSED VACANT LAND CONDOMINIUM PLAN

THE TOWN OF THE BLUE MOUNTAINS

COUNTY OF GREY

THE COTTAGES COLLECTION



Proposed Budget for Lora Bay	Cottages – Phase 5
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Page 1

Grey Vacant Land Condominium Corporation No. _____ ("GVLCC No.___")

PROPOSED BUDGET

for the first year after registration of GVLCC No. ____ for fifty-two (52) proposed vacant land condominium units

(Note all figures are in (February 2021) dollars without any inflation factor)

Proposed Budget	Budgeted Amount
Outside Works	
Snow Removal and Shoveling (Common Elements only)	\$9,000.00
Site Maintenance	\$1,000.00
Subtotal	\$10,000.00
Utilities	
Electricity Costs – Light Standards	\$600.00
Subtotal	\$600.00
Insurance	
Public Liability and Property Damage (common elements and assets only) and Property Manager, Directors' and Officers' Insurance	\$4,000.00
Subtotal	\$4,000.00
Administrative and Professional Fees	
Financial Audit	\$2,700.00
Management Fees	\$15,500.00
Notice and Supply	\$1,200.00
Bank Charges	\$550.00
Condominium Authority	\$660.00
Miscellaneous	\$300.00
Subtotal	\$20,910.00
Engineering	
Reserve Fund Study (This will be paid for out of the reserve fund for the first year and is estimated to be around \$1,200.00 plus H.S.T. – Caliburn Engineering Inc.)	\$0.00
Performance Audit (This will be paid for by the Declarant for the first year and is estimated to be around \$1,800.00 plus H.S.T. – Caliburn Engineering Inc.)	\$0.00
Subtotal	\$0.00
Contribution to The Lora Bay Community Association ***	\$54,912.00
(Currently \$88.00 per month per Unit x 52 Units)	334,312.00
Total Operating Expenses	\$90,422.00
Contribution to Reserve Fund	\$9,449.00
First Year After Registration Total Expenses subject to the qualifications, limitations and factors that may result in an increase as set out in this Budget Statement	\$99,871.00
Estimated common expenses per Unit per month, subject to the qualifications, limitations and factors that may result in an increase as set out in this Budget Statement	\$160.05

PROPOSED RULES

THE COTTAGES COLLECTION PHASE 5 LORA BAY



A PROPOSED VACANT LAND CONDOMINIUM PLAN

THE TOWN OF THE BLUE MOUNTAINS

COUNTY OF GREY

THE COTTAGES COLLECTION



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Grey Vacant Land Condominium Corporation No. _____

RULES

These Rules shall be observed by every Owner, tenant, and Unit Occupant of this Condominium Plan and shall be construed in the singular or plural as the context may require, and each such term shall be deemed to include the other and includes all persons in occupancy of any Unit.

If there is any inconsistency between the Rules and the Declaration, the provisions of the Declaration are paramount.

Article 1 Definitions

- 1.1 Terms used herein shall have ascribed to them the definitions contained in the Act and in the Declaration of the Corporation, and:
 - (a) "Act" means the *Condominium Act, 1998* and the Regulations pursuant to that Act each as amended, supplemented, or replaced from time to time and any successor legislation;
 - (b) "Board" shall mean the Board of Directors of the Corporation;
 - (c) "Buildings" or "buildings" shall mean all buildings on the Property;
 - (d) "Common Elements" means all the condominium property including any exclusive use portions of the common elements except the Units;
 - (e) "Corporation" shall mean Grey Vacant Land Condominium Corporation No. ____;
 - (f) "Cottages of Lora Bay Phase 5" means the lands in Schedule "A" of the Declaration of the Corporation as amended from time to time;
 - (g) "Declaration" shall mean the declaration of Grey Vacant Land Condominium Corporation No. as amended from time to time;
 - (h) "Guest" means any person who visits a Unit for any purpose with the permission or invitation of a Unit Owner or Unit Occupant and includes an Invitee and a person who stays overnight or longer in a Unit, who is not a Unit Owner or Unit Occupant. A Guest who stays overnight at a Unit for more than fifteen (15) nights out of any thirty (30) day period or more than forty five (45) nights in any one (1) three hundred sixty five (365) day period is deemed to no longer be a Guest thereto but shall be deemed to be a Unit Occupant of the said Unit;
 - (i) "Property" or "Condominium Plan" shall mean Grey Vacant Land Condominium Plan No. ____;
 - (j) "Telecommunication Device" means any signal transmission or signal reception device, or any roof antenna, satellite dish, or any other antenna, exterior tower antenna, or satellite dish antenna for either radio, television, internet or other reception or transmission, or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish, or other transmission or reception device;
 - (k) "Unit" means a Unit as defined in the Act and, unless the context requires otherwise, shall mean a Unit within this Condominium Plan; and
 - (I) "Unit Occupant" includes:
 - (i) any Unit Owner, any Unit Owner's spouse, child, or children; and,
 - (ii) any tenant of a Unit Owner and such tenant's spouse, child, or children.

Article 2 Fire Prevention

- 2.1 No one shall do or permit anything to be done in, within or on the Property that conflicts with any federal, provincial or municipal laws or by-laws relating to fire or increase the risk of fire or the rate of fire insurance on the buildings, or any property kept therein, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- 2.2 No combustible material or flammable goods shall be stored in any Unit or on the Common Elements unless stored as prescribed by the Board.
- 2.3 Barbecuing is permissible pursuant to the terms of the Declaration relating to barbequing provided same does not cause discomfort or annoyance to other Unit Occupants or Guests within the Condominium Plan or other residents of Cottages of Lora Bay Phase 5.

Article 3 Traffic and Parking Control

- 3.1 The walkways shall not be obstructed or used for any purpose other than pedestrian ingress to and egress from the Units and parking areas. No driveway shall be obstructed so as to hinder or prevent motor vehicular access thereto by the persons with a right to park a motor vehicle on the driveway in question.
- 3.2 No motor vehicle shall be driven on any part of the Common Elements other than on the roadway and driveways or parking spaces. No motor vehicle shall be parked across a sidewalk or walkway to reach same if the driveway or parking space in question abuts or fronts onto a sidewalk or walkway.
- 3.3 No one shall permit any gasoline, oil, or other harmful substance to escape on to the surface of the parking spaces, driveways, or Common Elements. No repairs or adjustments to motor vehicles shall be carried out on the Common Elements. Other than as a temporary expedient, mats, trays, or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of the gasoline, oil, or other harmful substance.
- 3.4 No one shall park or store anything, including a motor vehicle of any description, in any area marked "no parking."
- 3.5 The Board may from time to time regulate and allocate the use of parking spaces contained on the Condominium Plan not designated for use by Unit Occupants by permitting the lease or license of the same on such terms as may be determined by the Board from time to time.

Article 4 Use of Common Elements and Units

- 4.1 No Unit Occupant or Guest shall do or permit anything to be done in his or her Unit or on the Common Elements or bring or keep anything therein that will in any way obstruct or interfere with the rights of other Unit Owners or in any way injure or cause legitimate annoyance to them.
- 4.2 No noise caused by any instrument or other device or otherwise howsoever caused, including noise caused by any pet or pets, which, in the opinion of the Board, is calculated to, or may or does disturb the comfort or quiet enjoyment of the Property by another Owner, Unit Occupant, or Guest shall be permitted.

Article 5 Animals and Pets

5.1 All Unit Owners, Unit Occupants, and Guests shall strictly comply with the Declaration provisions pertaining to Animals and Pets.

Article 6 Garbage

6.1 Garbage, recycling, and compostable waste (if any) is to be stored, placed and dealt with in accordance with the written requirements of the Board from time to time.

Article 7 General

- 7.1 No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of any Unit or the Common Elements or inside of any Unit if visible from any abutting street or any other Unit or the Common Elements without the prior written consent of the Board which consent may be refused. The foregoing is not applicable to the Declarant or Sherwood Homes Ltd. or any Unit owned by the Declarant or Sherwood Homes Ltd. The Declarant has the right to approve or disapprove any signage while the Declarant still has any ownership interest in Cottages of Lora Bay Phase 5. Sherwood Homes Ltd. has the right to approve or disapprove any signage while Sherwood Homes Ltd. has any ownership interest in Cottages of Lora Bay Phase 5.
- 7.2 No entrance or other signs or plaques referring to the Declarant (or related company) or Sherwood Homes Ltd. as the developer or builder of Cottages of Lora Bay Phase 5 shall be removed, obscured, or covered. No other signage (other than as permitted in the Declaration) of any sort at all is permitted either on the Common Elements or within or on any Unit without the prior written approval of the Declarant while the Declarant has any ownership interest in Cottages of Lora Bay Phase 5 and/or Sherwood Homes Ltd. while Sherwood Homes Ltd. has any ownership interest in the Cottages of Lora Bay Phase 5.
- 7.3 Except as approved by the Board in writing, no building or structure or tent or swing set shall be erected and no trailer either with or without living, sleeping, or eating accommodation shall be placed, located, kept or maintained on any part of the Common Elements.
- 7.4 Other than as set out below, no bicycles, carriages, wagons, or shopping carts shall be left at the front of any building or upon the walks or other areas of the Common Elements generally visible from the other Units. No one will use any such area for the repair or the cleaning of wagons, carriages, bicycles, and carts. No one will use any driveway area provided for the parking of an automobile or any other Common Elements area for the storage or repair of any motor vehicle or trailer. Nothing herein precludes using designated bicycle racks or rooms regardless of location.
- 7.5 The Unit Occupants will be held responsible for any damage to the Common Elements caused by moving furniture and/or other items in and out of his or her Unit.
- 7.6 The manholes, closets and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substance shall be thrown therein. Any damage resulting to them from the misuse or from unusual or unreasonable use shall be borne by the Unit Occupants causing such damage.
- 7.7 Water shall not be left running unless in actual use either outside or within the premises.
- 7.8 Neither the Board nor any member thereof nor the Corporation shall be liable for any loss or damage or theft to any Unit Owner's, Unit Occupant's, or Guest's goods or chattels stored in any storage space provided or permitted by the Corporation.
- 7.9 No noise of any kind, which, in the opinion of the Board or its agent, may disturb the comfort of any other Unit Occupant of the Condominium Plan shall be permitted by anyone nor shall any noise whatsoever, including the playing of musical instruments, be repeated or persisted in after request by the Board or its agent to discontinue the same, including any noise caused by any congregation of persons in any Unit or portion or portions of the Common Elements. Organs, violins, and other musical instruments shall not be played by anyone in any Unit or on the Common Elements after 11:00 p.m. The sound of radios, record players, digital music players, tape recorders, and television sets in Units or on the Common Elements shall be maintained at a level which, in the opinion of the Board or the Board's agent, is calculated not

PROPOSED RULES

THE COTTAGES COLLECTION – PHASE 5

Page 4

to disturb the comfort of any other Unit Occupant or Guest and the level of sound therefrom shall, upon the request of the Board or its agent, be sufficiently reduced so that the same is in the opinion of the Board or its agent, not disturbing to the comfort of any other person.

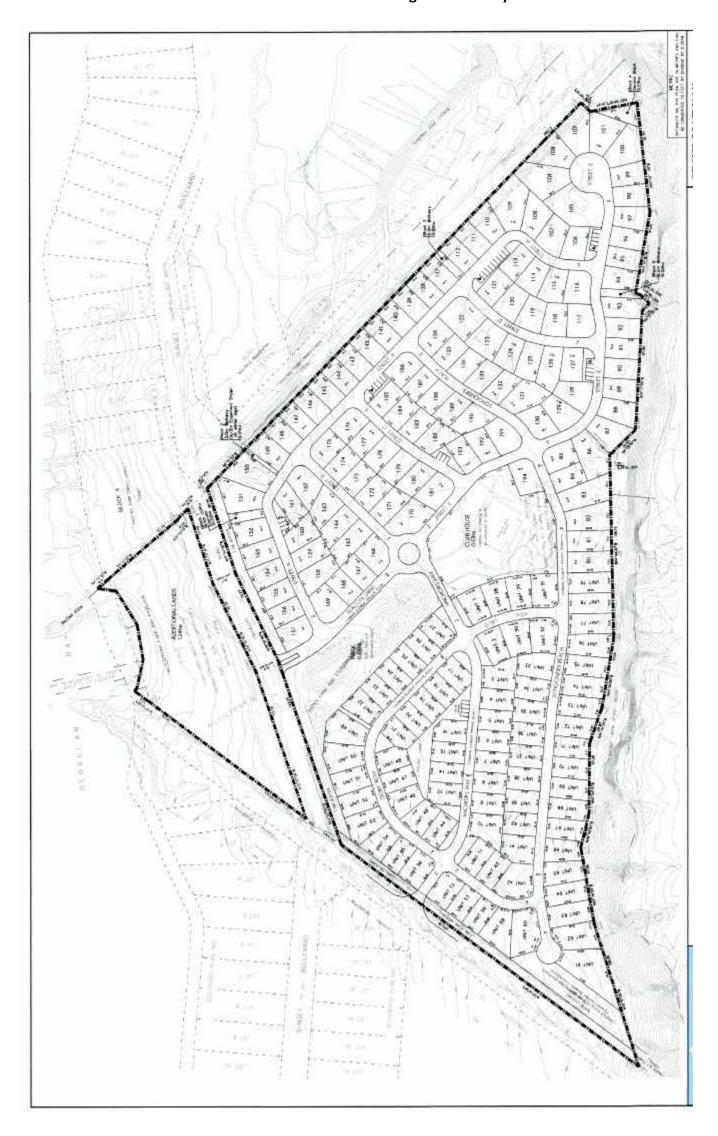
- 7.10 Each Unit Occupant must obtain and maintain contents insurance for his/her/its own furnishings, including personal possessions, and to further insure such occupant with an appropriate legal liability policy as well as such other insurance as may be recommended by his/her/its insurance agent whose advice each Unit Occupant is urged to obtain. All such policies are to be at the expense of the Unit Occupant. In addition, each Unit Occupant must obtain insurance of his/her/its Unit, including the Home thereon.
- 7.11 No skateboarding is allowed anywhere on the Property.
- 7.12 Every Unit Occupant shall become familiar with, comply with, and adhere to the provisions and terms of the Declaration, By-laws and Rules of the Corporation.

<u>Disclosure Statement</u>

The Cottages of Lora Bay – Phase 5

Page 6

Current Draft Plan of The Cottages of Lora Bay



Amendment to Agreement of Purchase and Sale with Respect to Extras

Purchaser

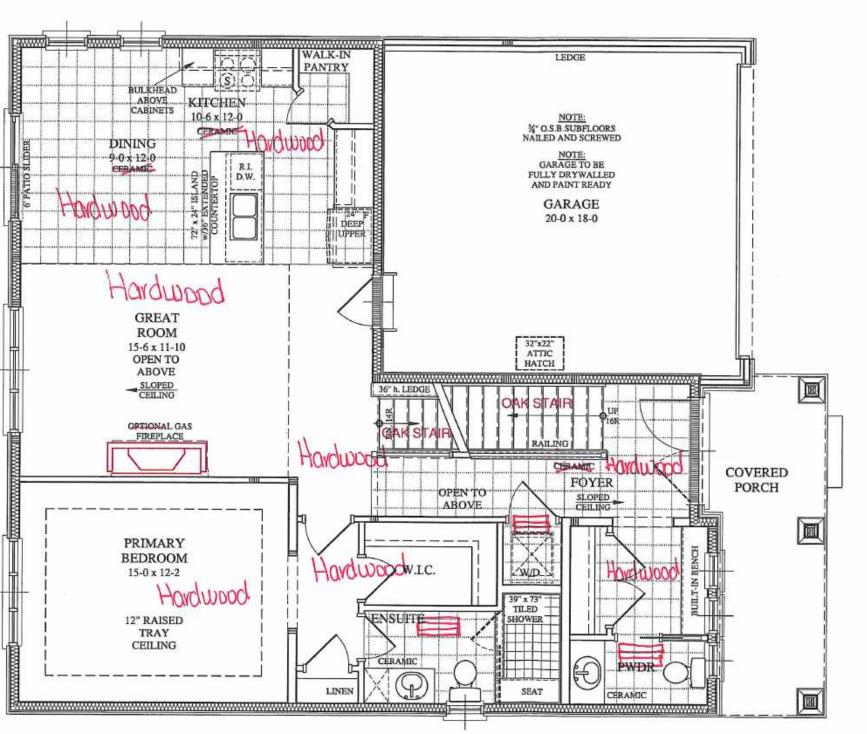
Re:

Site Lot **0117**, Level 1 (the "Unit") of 1382491 Ontario Limited and Blevins Developments (Cove) Ltd.'s proposed vacant land condominium plan as depicted on the plan attached to the agreement of purchase and sale between Sherwood Homes Ltd. (the "Vendor") and the Purchaser¹, in the proposed condominium development known as The Cottages of Lora Bay, in Thornbury, Ontario.

In consideration of the payment of One Dollar (\$1.00) by each of the parties hereto to the other (the receipt of which is by each acknowledged) and the herein promise of the Purchaser to pay the Cost shown for each Extra Change Order listed below, plus H.S.T., the parties hereto agree the listed Extras as set out in the attached are to be included with the Unit, and the Cost set out below, plus H.S.T. will be charged in addition to the Purchase Price.²

EXTRA CHANGE ORDER	COST
i.e. Change Order #1	\$
Addendum 1. Structural	\$ 34,740.00
Addurdum 2 - Rough hs	\$ 5,544.00
Addendum 3 - Finishas	\$ 24,617.60
Addendum 4 - Bamco Kitchens	\$ 5,800.00
	\$
	\$
	\$
TOTAL OF COSTS	\$ 70,701.00

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Name:					Builder:	SHERWOOI	D HOMES -	LORA BAY COTTAGES		P.O. #:	_	
Contact #'s:					Contact #'s:					Sales Person:	_	
mail:					Lot #:	LOT 117 (10	02) SPINAKE	RS LANE, LORA BAY		Designer:		
Address:					Install Dt.:					Date:	September 27, 2023	
Return Sample:					Closing Dt.:					Checked By:		
						Colo	ur Selection	ns		•		
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LBCO P5 - LOT 117 SUMMIT2L A **GARAGE LEFT**

FINISHES. MAIN FLOOR

IMPORTANT NOTICE TO CUSTOMERS

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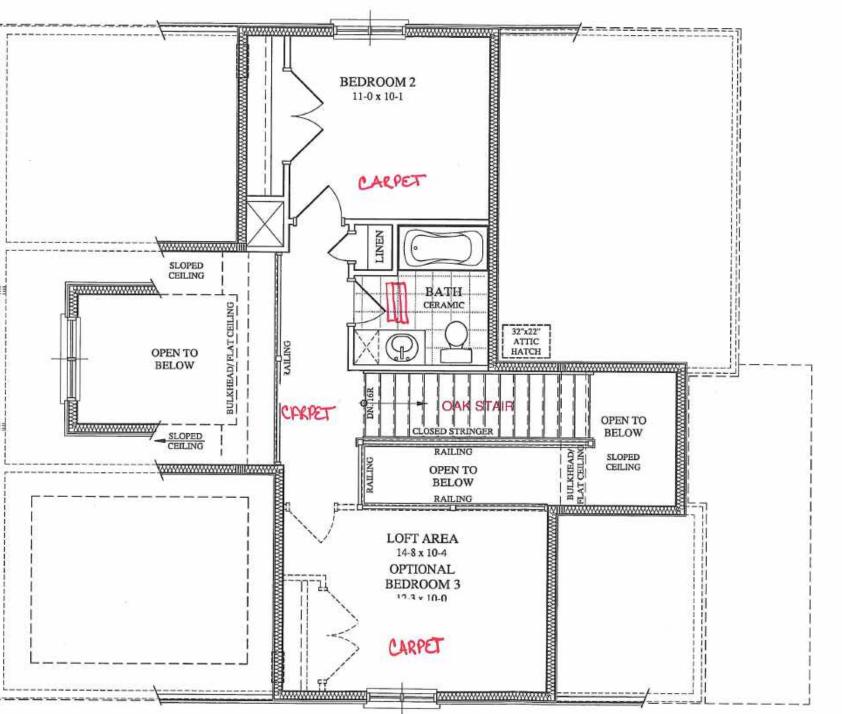
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LORA BAY COTTAGES
PHASE 5
From of the Blue Mountains

C50BL04SA SUMMIT-LOFT COASTAL

MAIN FLOOR PLAN STANDARD LAYOUT

5a



LBCO P5 - LOT 117 SUMMIT2L A **GARAGE LEFT**

LOFT

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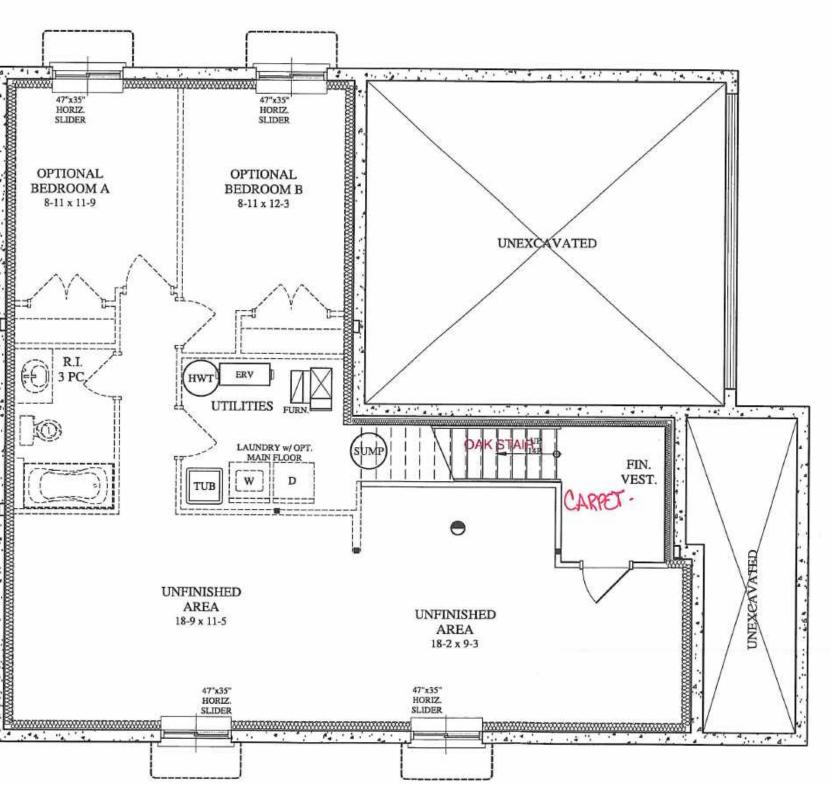
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LORA C50BL04SA SUMMIT-LOFT COASTAL PLAN FLOOR

SECOND

of

9



LBCO P5 - LOT 117 SUMMIT2L A **GARAGE LEFT**

FINISHES. UNFINISHED BASEMENT

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BLR D&D

BAY COTTAGES
PHASE 5
the Blue Mountains

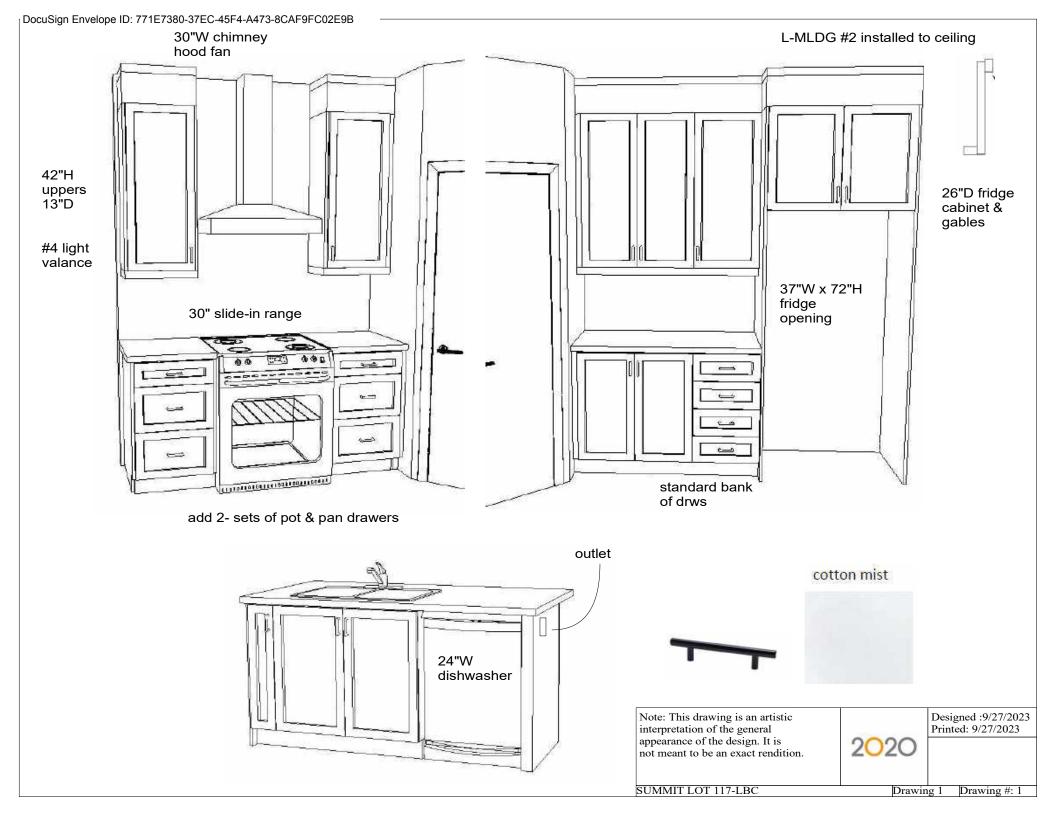
LORA

C50BL04SA SUMMIT-LOFT COASTAL

FLOOR PLAN

BASEMENT

13 of 4





Town of the Blue Mountains Zoning Map

