



COLLABORATIVE REAL ESTATE

KAREN E. WILLISON, RLP LOCATIONS NORTH BROKERAGE

Photo from 109 Clippers Lane



Exclusive Listing Information Package

Lot 61 - Schooners Reach
Offered at \$1,487,000
Closing - Mid June 2023



KAREN E. WILLISON Sales Representative
705-888-0075 | kwillison@royalpage.ca



LOCATIONS **NORTH**





COLLABORATIVE REAL ESTATE

KAREN E. WILLISON, RLP LOCATIONS NORTH BROKERAGE

Quick Facts Lot 61 - Schooners Reach

- **Brand new build barely two blocks 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.**
- **Floor to ceiling gas fireplace in great room**
- **The completely finished lower level offers even more abundant space**
- **2+2 bedrooms**
- **3+1 baths**
- **Attached garage**

Photo is from 109 Clippers Lane which was finished similarly but not identical

Photos from 109 Clippers Lane - Finished similarly but not identical



CollaborativeRealEstate.ca



1449 sq. ft.



2+2 Bed



3+1 Bath

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TOTAL FINISHED AREA - 2206 sq.ft.
(Includes 113 sq.ft. Of Basement Fin. Vestibule)

LBCO, PH 5, LOT 61
Garage Left

* Finished Basement
* Increase Finished basement height by 1'0"



Dim. By: BLR D&D
Folder:
File: C50BL01SB_Elevs
Scale: 3/16"=1'-0"
Date: APRIL 2021
Last Rev.:

Architectural Design Department
LORA BAY COTTAGES
PHASE 5
Town of the Blue Mountains

C50BL01SB
ASPEN-LOFT COASTAL B
SHERWOOD HOMES LTD.
PHONE 519 658-6656 FAX 519 654-9746

RR 22 CAMBRIDGE ONTARIO N3C 2V4

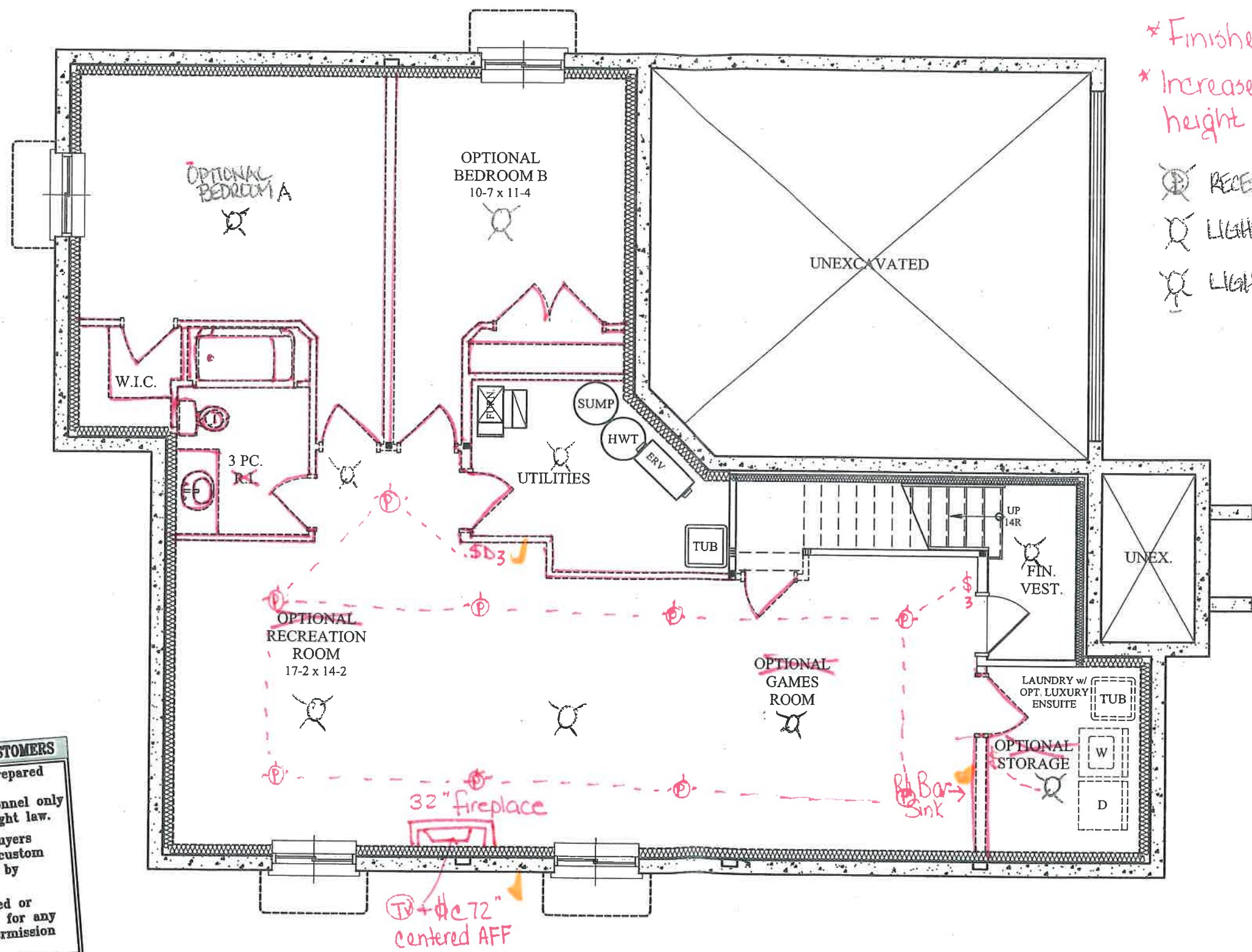
FRONT ELEVATION

MEY

LBCO, PH5, LOT61
Garage Left

* Finished Basement
* Increase finished basement height by 1'0"

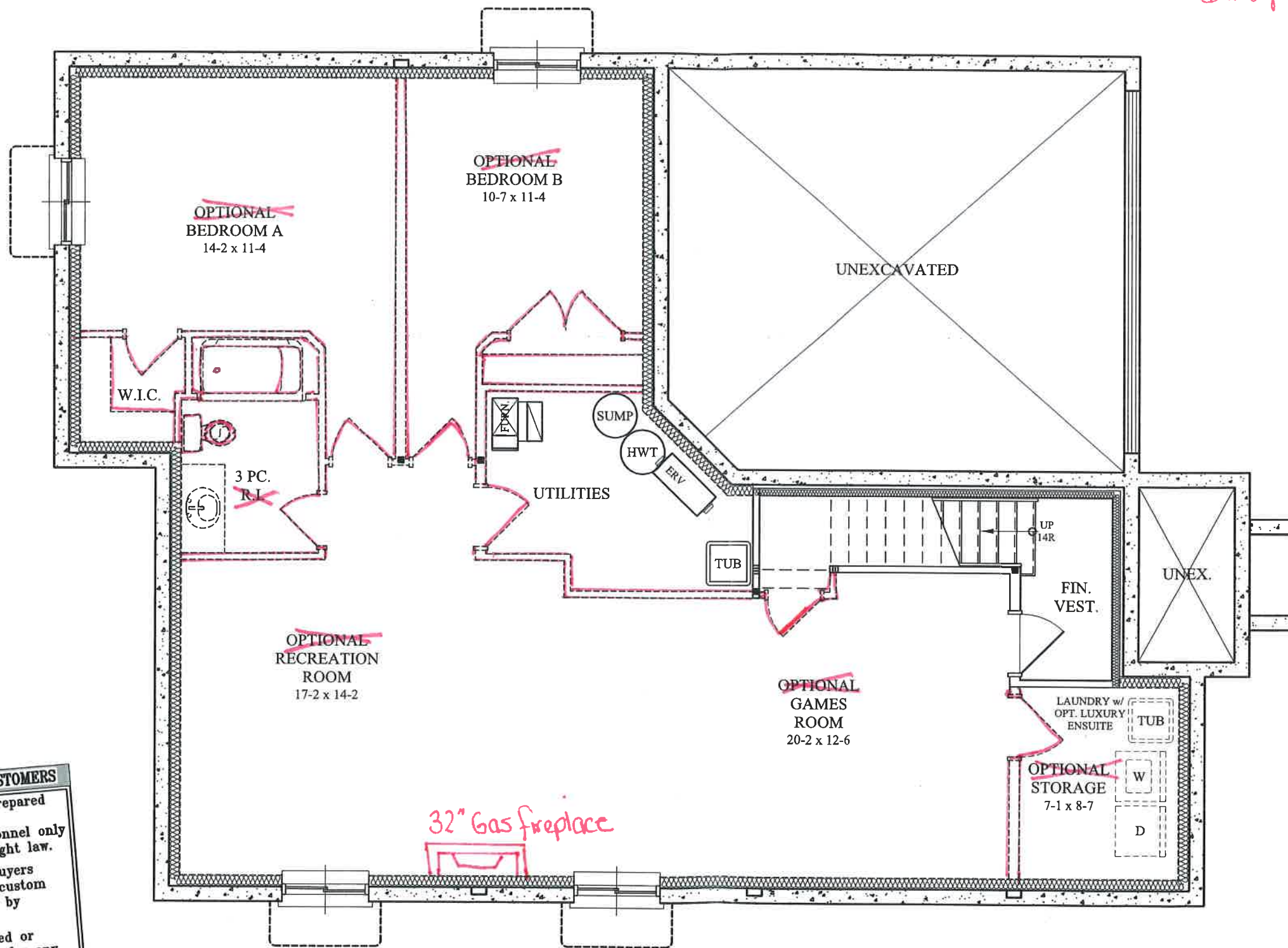
- ⊙ RECESSED POT LIGHT
- ⊙ LIGHT FIXTURE (CEILING)
- ⊙ LIGHT FIXTURE (WALL)



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By my

LBCO, PH5, LOT 61
Garage Left



32" Gas fireplace

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BASEMENT FLOOR PLAN

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4 of 13

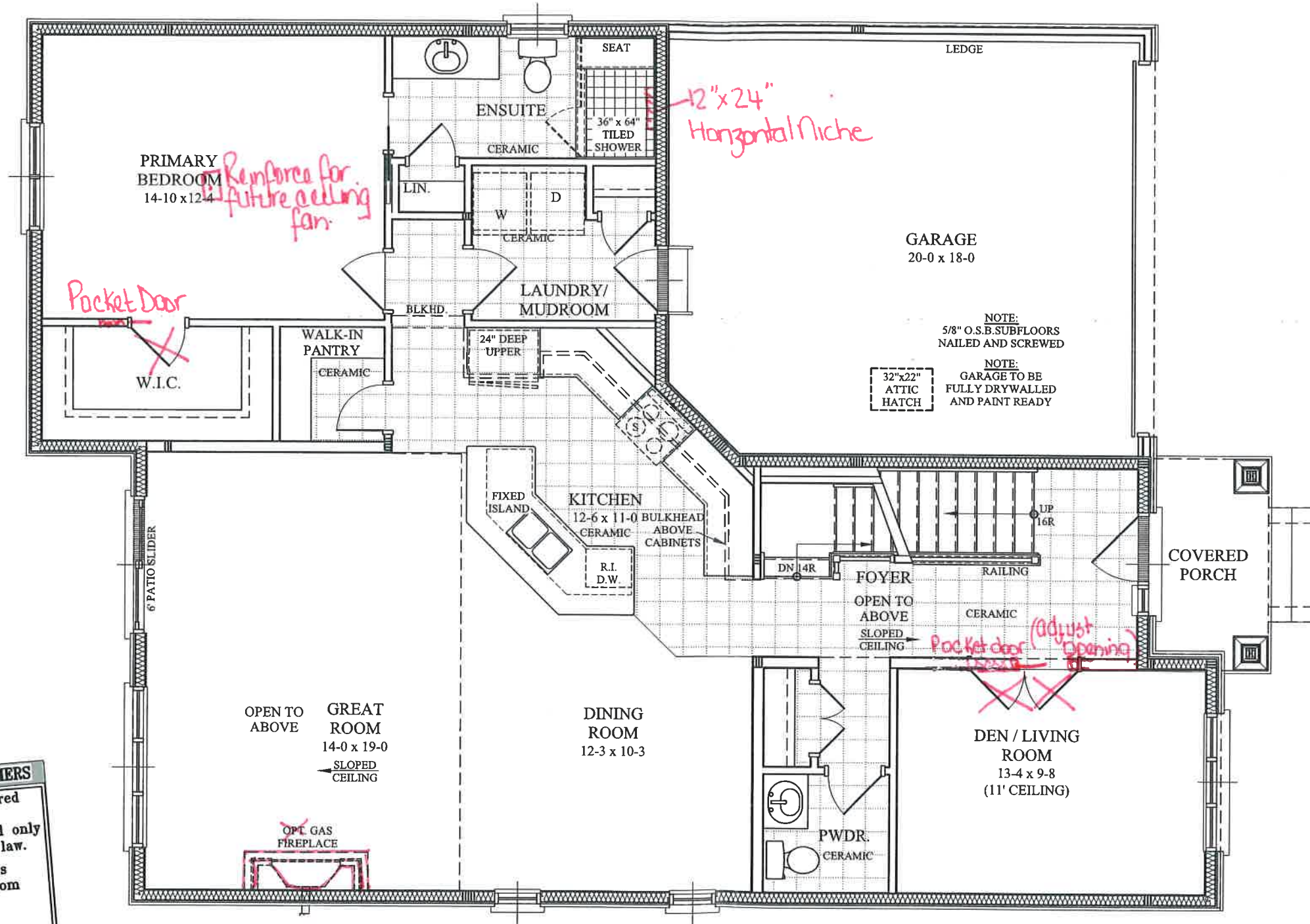
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Architectural Design Department

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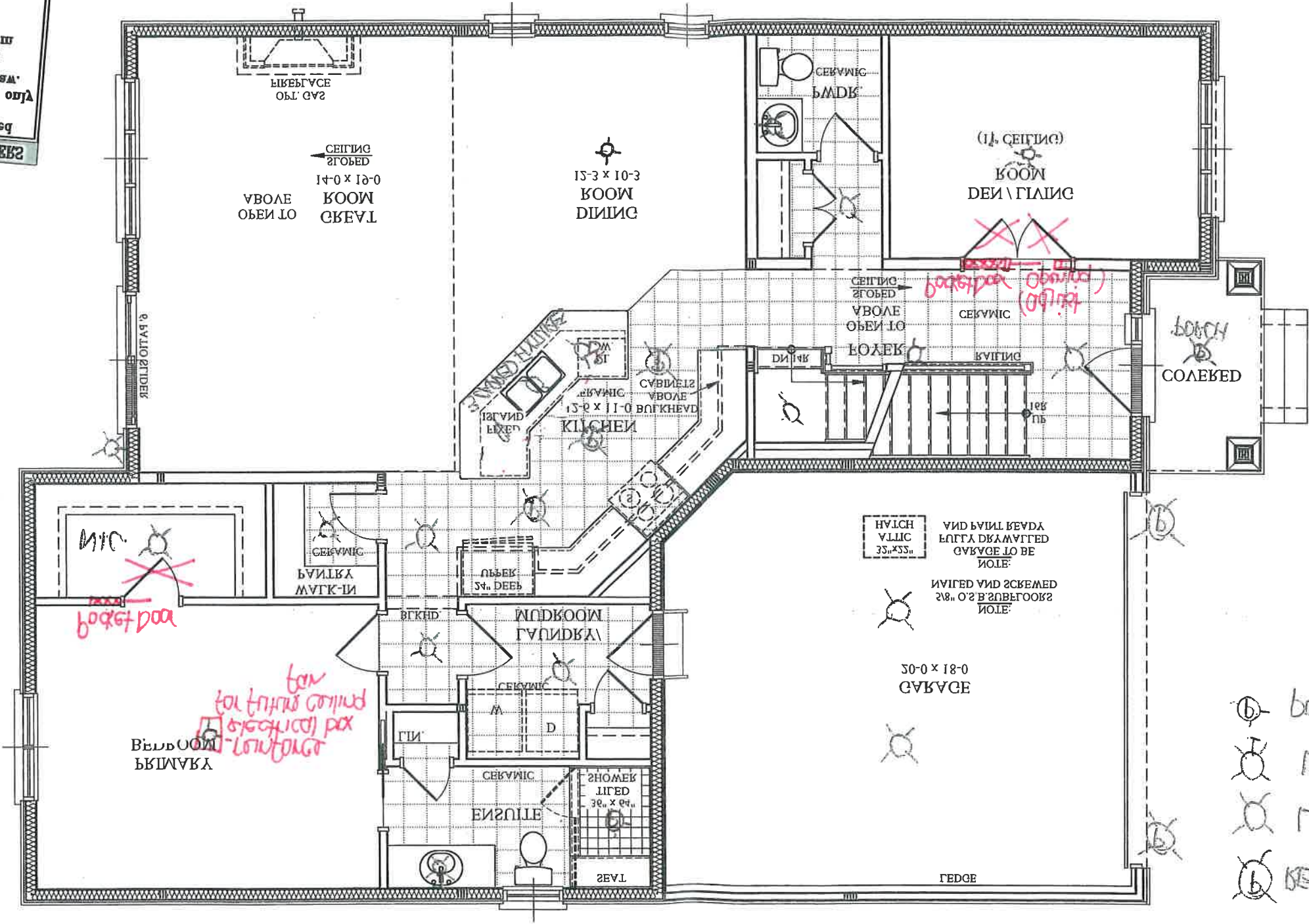
LBCO, PH 5, Lot 61
Garage Left



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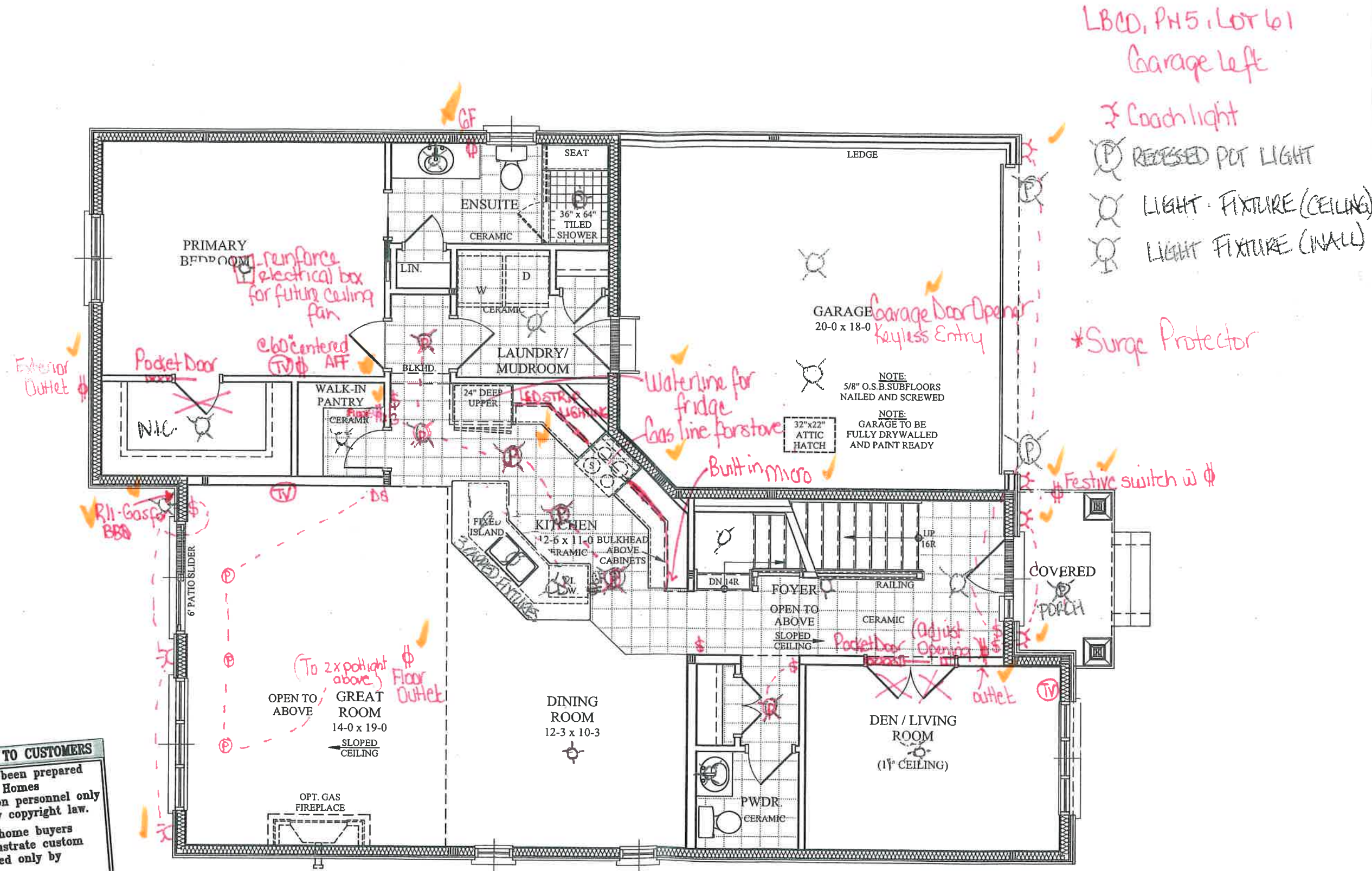
From Sherwood Homes:
The above drawings contain information
arising from our design. Please note that
this may not be reproduced or
Sherwood Homes:
These drawings are used by
owners as a guide only. No
responsibility is accepted for
any errors or omissions in the
information shown. Please refer
to the contract documents for
full details.
PROPERTY NOTICE TO CUSTOMERS



- ① BOUNCE ROOM
- ② WOOD FLOORING (KITCHEN)
- ③ WOOD FLOORING (LIVING)
- ④ WOOD FLOORING (BEDROOMS)

WOOD FLOORING
TO BE USED

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LBCD, PH 5, LOT 61
 Garage left

Coach light

RECESSED POT LIGHT

LIGHT FIXTURE (CEILING)

LIGHT FIXTURE (WALL)

*Surge Protector

Garage Door Opener
 Keyless Entry

NOTE:
 5/8" O.S.B. SUBFLOORS
 NAILED AND SCREWED

NOTE:
 GARAGE TO BE
 FULLY DRYWALLED
 AND PAINT READY

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LORA BAY COTTAGES
 PHASE 5

Town of the Blue Mountains

C50BL01SB
 ASPEN-LOFT COASTAL B

SHERWOOD HOMES LTD.

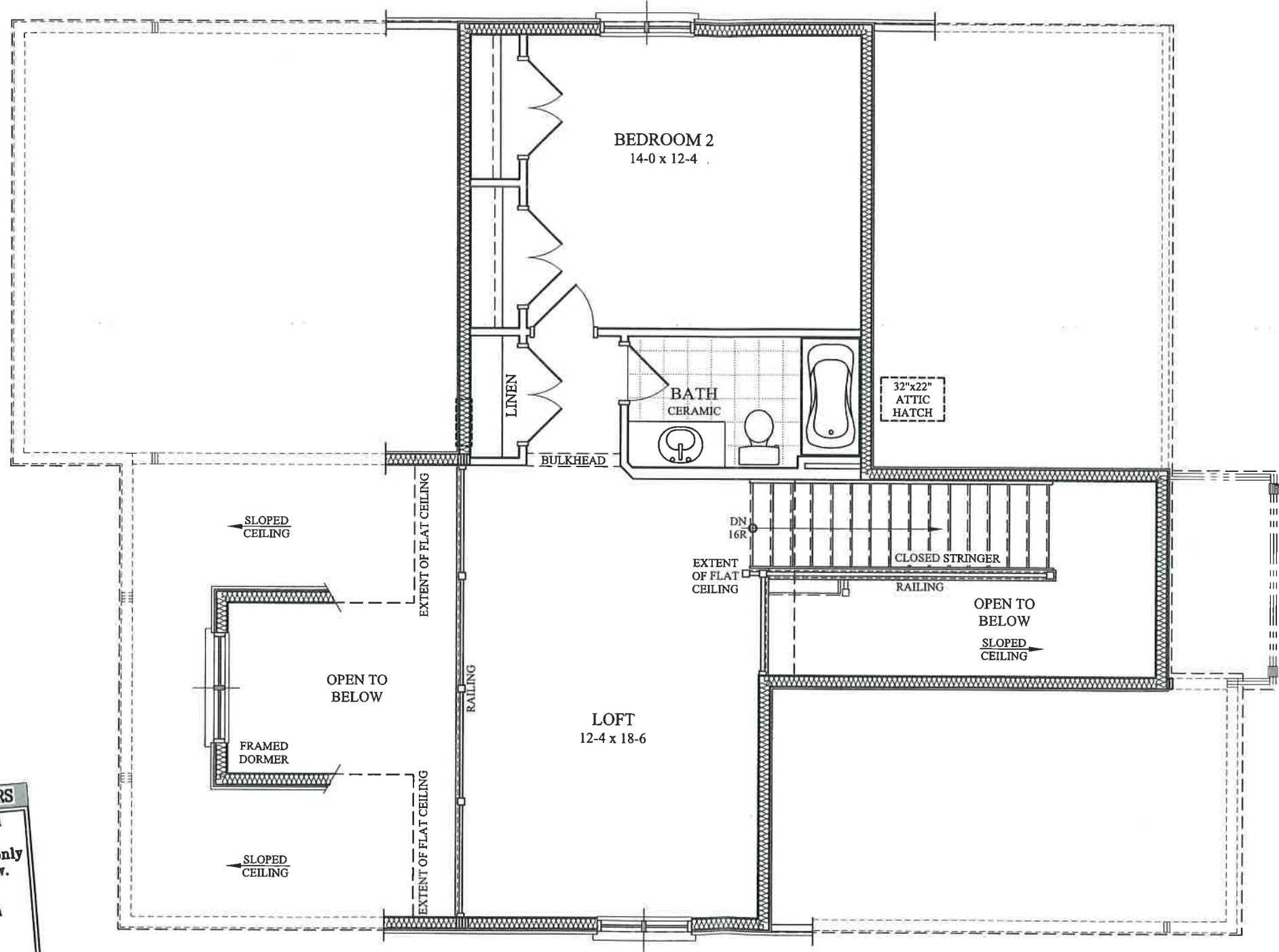
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MAIN FLOOR PLAN
 STANDARD LAYOUT

5a of 13

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LBCD, PH 5, LOT 61
 Garage Left.



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LOFT FLOOR PLAN

C50BL01SB
 ASPEN-LOFT COASTAL B

6 of 13

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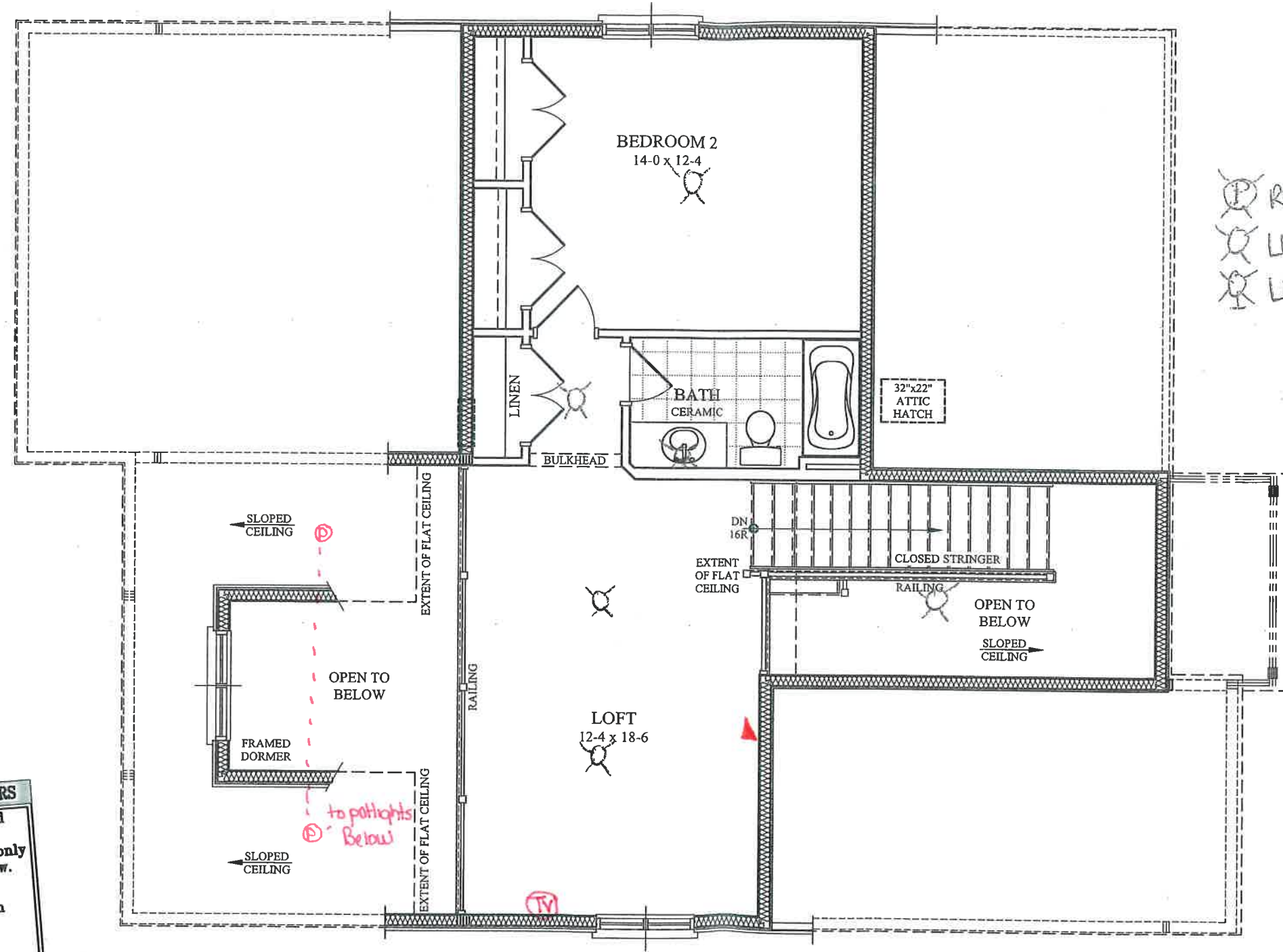
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LORA BAY COTTAGES
 PHASE 5
 Town of the Blue Mountains

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Architectural
 Design
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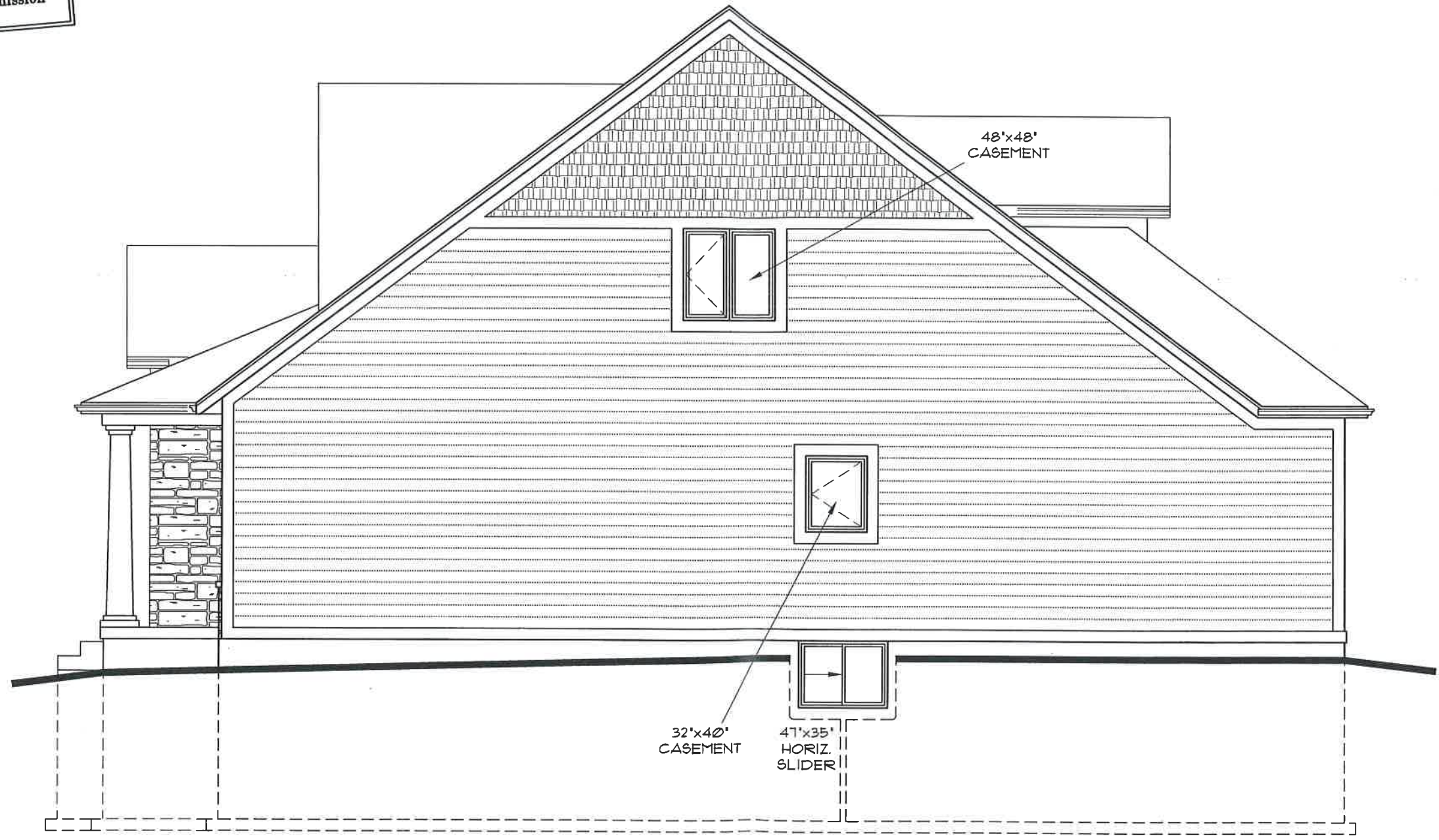
LBCD, PH5, LOT 61
 Garage Left

Ⓟ RECESSED POT LIGHT
 Ⓧ LIGHT FIXTURE (CEILING)
 Ⓧ LIGHT FIXTURE (WALL)

Handwritten signature: Amy Mcg

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LBCD, PH5, LOT 61
 Coarage Left



RIGHT SIDE ELEVATION

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8 of 13

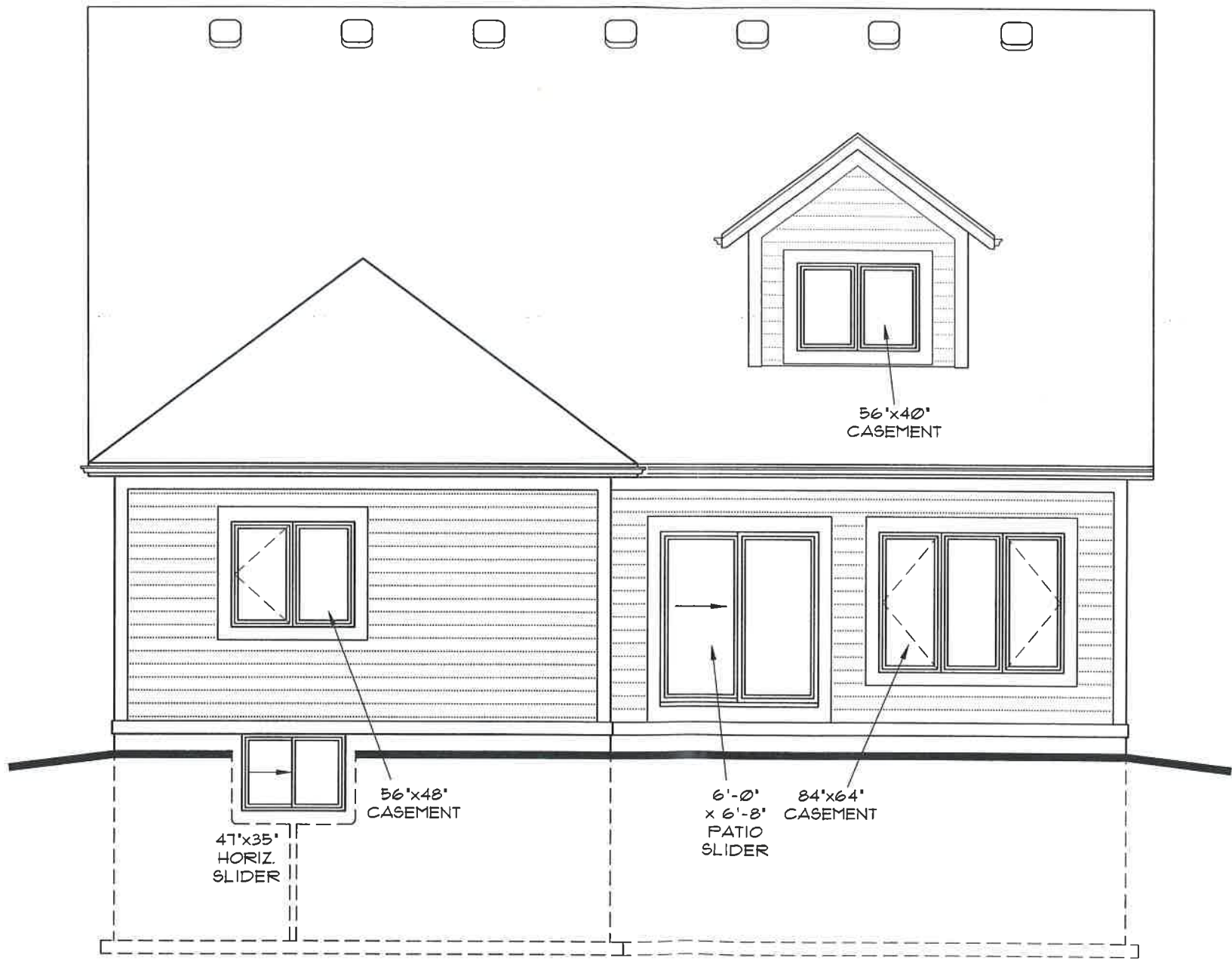
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L800, PH5, LOT 61
Garage Left



REAR ELEVATION

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9 of 13

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Architectural

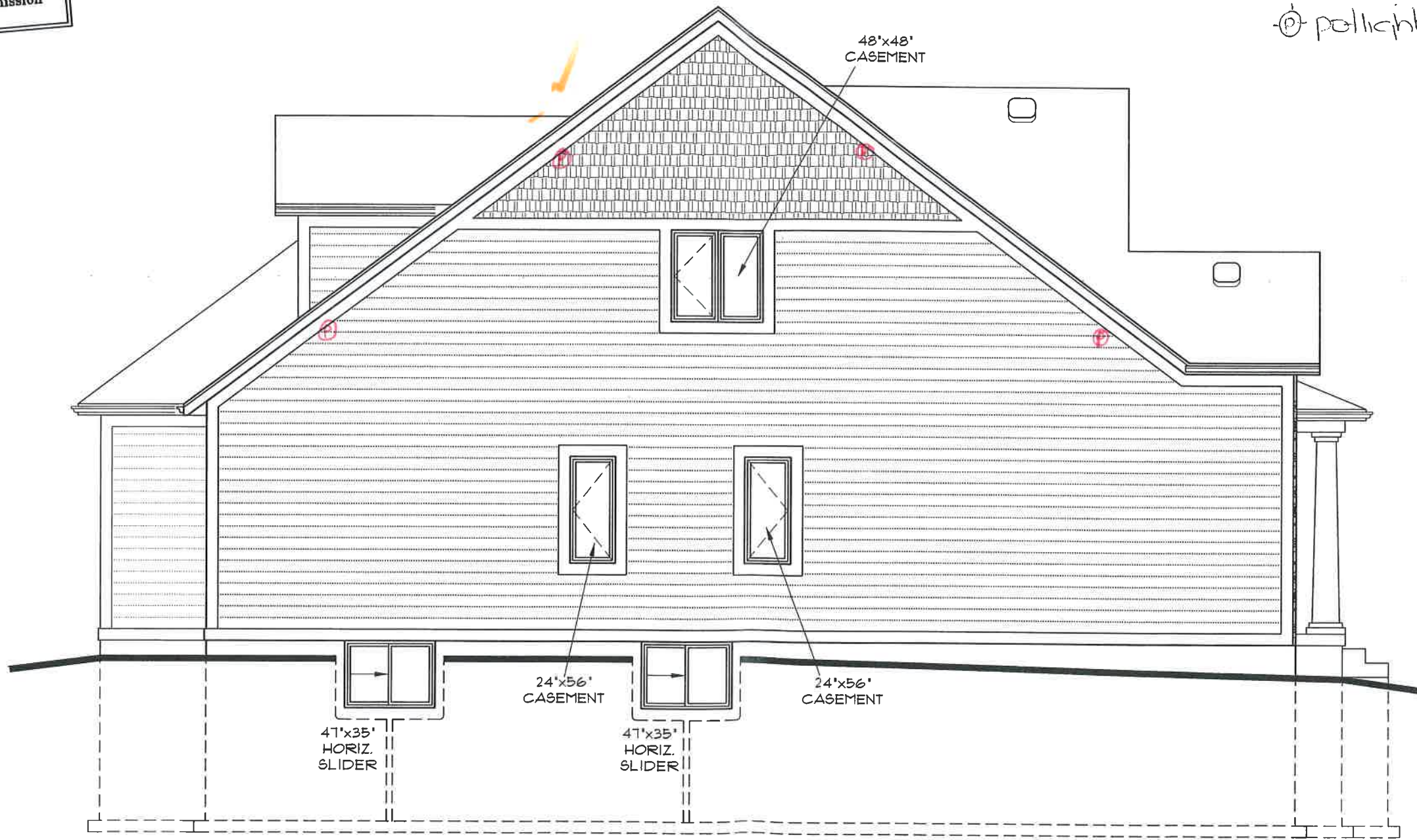
Design

Department

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LBCO, PH5, LOT 61
 Garage Left

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 PHASE 5
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LEFT SIDE ELEVATION
 10 of 13
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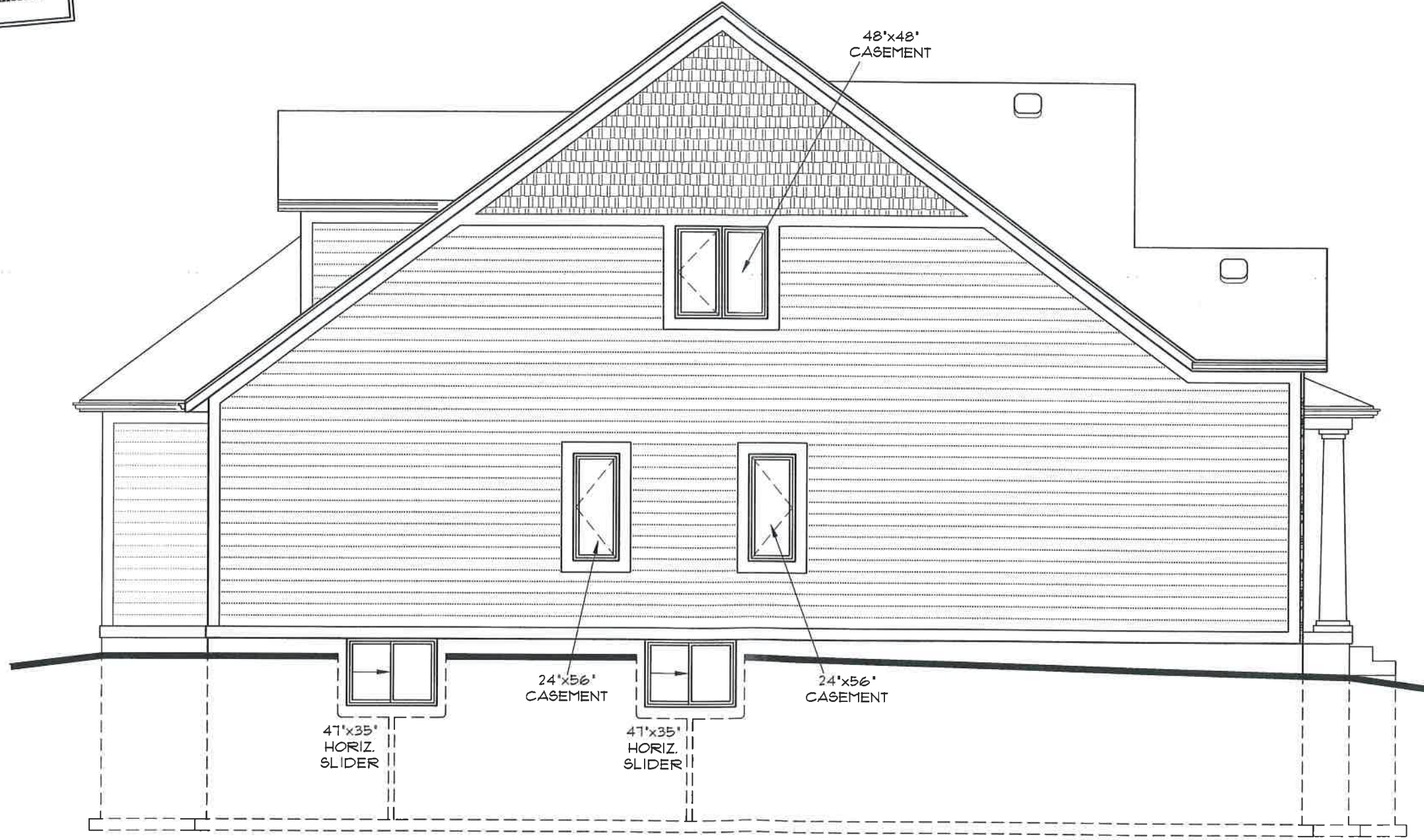
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LBCO, PH5, LDT61
Garage Left



LEFT SIDE ELEVATION

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LORA BAY COTTAGES
PHASE 5

Town of the Blue Mountains

Architectural
Design
Department

Drawn By: BLR D&D

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Schedule "E"
Artist Concept of House Plans & Elevations





COLLABORATIVE
REAL ESTATE

Upgrades List
Lot 61 - Schooners

Lower Level - Finished Lower Level with smooth ceilings
Lower level - Oak stair to lower level
Lower level - increase finished lower level height by 1'0*
Lower level - Rough-in bar sink
Lower level - Pot lights
Lower level - Luxury
Main Level - Fireplace - sl fusion 36'with clean face black trim, black interior with log set full height stone up to the 9' ceiling. Maple mantle, distressed beam. Touchscreen remote for the fireplace.
Main Level - Rough-In Gas for Range
Main Level - Potlights
Main Level - Hardwood / Tile
Main level - square black iron pickets/red oak post/railing - square plain post and square black iron pickets, stained finish



COLLABORATIVE

REAL ESTATE

Main Level - Garage door opener
Main Level - Waterline to fridge
Primary Bedroom - Pocket Doors
Kitchen - Quartz calacatta countertops, Blanco kitchen sink, Rough in for gas range
Kitchen - Undercabinet lighting
Kitchen - Pull down kitchen faucet
Kitchen - 36" Canopy hood fan with baffles
Kitchen - Hexagon backsplash
Kitchen - Subzero 36' classic French Door Fridge #Bi.36ufdid/S, Wolf Stove 36" Gas Range #Gr366, Dw2450 Cove 24'dishwasher, Wolf 24'drawer Microwave Md24te/S, Lorraine Silhouette Bar Fridge Sprbco47d1ss,
Throughout - Cabinetry Upgrade Package - \$30,889
Throughout - Upgraded toilets and sinks
Exterior - Rough in for gas bbq
Exterior - Coach lights

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.

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)

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)
- 3/4" Granite countertops with the undermount double stainless sink with single lever faucet
- Soft close drawers and doors throughout kitchen

THE Cottages AT LORA BAY

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)

EXTERIOR

- Stone Veneer and prefinished siding, soffit and fascia. Other materials as per architectural drawings and/ or with builder's approval
- Architecturally designed laminate shingles c/w a limited lifetime manufacturer warranty
- 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 PURCHASERS- Due to increasing construction cost, the Vendor commits orders to its suppliers on the date of the Offer to Purchase. 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-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.

April 12, 2021

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

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- Egress basement windows(s) as per plan
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- 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
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- 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)
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- Rough-in for future 3 piece bathroom in basement as per plan (waste pipes only)

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- 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)
- 3/4" Granite countertops with the undermount double stainless sink with single lever faucet
- Soft close drawers and doors throughout kitchen

THE Cottages AT LORA BAY

LAUNDRY/MUDROOM

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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)

EXTERIOR

- Stone Veneer and prefinished siding, soffit and fascia. Other materials as per architectural drawings and/ or with builder's approval
- Architecturally designed laminate shingles c/w a limited lifetime manufacturer warranty
- 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 PURCHASERS- Due to increasing construction cost, the Vendor commits orders to its suppliers on the date of the Offer to Purchase. 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-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.

June 9, 2020

Schedule "C"
Sales/Site Plan

Purchaser must circle and initial the Unit being purchased



Ditch Greenery Lot 61

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)
- 3/4" 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 "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 pre-delivery 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 pre-delivery 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.

Continued...

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.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.
3. Register for Tarion's **MyHome** 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

**Freehold Form
(Tentative Closing Date)**

**Statement of Critical Dates
Delayed Closing Warranty**

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

25 May 2022

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as:

22 Sep 2022

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as:

20 Jan 2023

If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Closing Date.

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date: This **Outside Closing Date** could be as late as:

22 Sep 2023

2. Notice Period for a Delay of Closing

Changing a Closing date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date in accordance with section 1 of the Addendum but no later than the Outside Closing Date.

Notice of a delay beyond the First Tentative Closing Date must be given no later than:

24 Feb 2022

(i.e., at least **90 days** before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than:

24 Jun 2022

(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on:

23 Oct 2023

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this ____ day of _____, 20____.

VENDOR: _____
