

# Schedule B

## Meighen Heights

### BUYER'S BUILDING COVENANTS

#### 1. Indemnity

##### 1.1 Definitions

1. **“Related Party to the Buyer”** shall include any employee, servant, agent, independent agent, contractor or subcontractor, or any successor in title to the lands of the Buyer.
2. **“Services”** shall mean any services installed within the Registered Plan of Subdivision by the Seller or any other person or persons, including any other Authority including, but not limited to, survey stakes, landscaping, curbs, streets, walkways, street signage and lighting, fences abutting the property, sanitary and storm sewers (including lateral connections), water mains (including lateral connections), and all appurtenances relating to any of said services, any underground hydro service, gas service, telecommunication and cable services or any other services effected for the purpose of public utilities.
3. **“Damage”** shall mean to include any damage done to any of the Services or any dirt or debris entering into any of the Services and shall include the cost of rectification thereof, including but not limited to, the total cost incurred in connection with the replacing, relocating or repairing any of the Services or incurred in connection with the refilling, removing and regrading of any Lot, roads or other Services where dirt, debris, earth or foreign material have been deposited therein.

- 1.2 The Buyer shall be liable to the Seller for all damages to Services, structures and equipment installed by the Seller, which damage is caused by the Buyer or a Related Party to the Buyer. The Buyer shall pay to the Seller on closing a Security Deposit in the amount of **Five Thousand Dollars (\$5,000.00)** for each lot being purchased to be held as security for the performance of all of the Buyer's obligations pursuant to the Agreement of Purchase and Sale and all Schedules attached thereto. The Security Deposit shall be paid on the Completion Date and may be applied against any costs for restoration or damages caused by the Buyer or any Related Party to the Buyer, or if the Seller performs grading, drainage or any other obligation of the Buyer pursuant to this Agreement, the Security Deposit may be applied to the costs of

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performing such work. When the Buyer has completed construction including but not limited to a paved driveway and sod on the Lot in accordance with the terms of the Agreement and in accordance with the terms of any agreement with the Municipality, and upon satisfactory inspection by the Seller, the Seller shall release the Security Deposit to the Buyer.

The Buyer shall not interfere with the Services or with the installation of Services. Without limiting the generality of the foregoing, the Buyer shall keep the total road allowance including boulevards and any easements over or under the said Lot at all times free and clear of any building materials, fill from excavations and/or construction equipment so as not to obstruct the installation of curbs, streets, utility or municipal services, landscaping and use thereof. The Buyer shall not interfere with the survey staking of lands within the Subdivision. After the Completion Date, the Seller shall not be required to replace or relocate staking unless the Seller or its agents damage or remove such stakes. The amount of Damage caused by the Buyer or any Related Party to the Buyer to the Services shall be determined by the City Engineer or designate acting reasonably which decision shall be final and binding upon the parties hereto and the determination of the City Engineer shall be made by him alone and he shall not be obligated to act as an arbitrator in connection therewith nor shall any of the rules normally applicable to arbitrators apply to the determination by the City Engineer.

The Buyer shall keep the Lot in a neat and tidy condition before commencement of construction and during construction. The Buyer shall comply with any reasonable request made by the Seller in respect of the appearance of the Lot.

2. The Buyer shall pay to the Municipality, for each building permit issued, all fees, including any development charges or such other amount as may be required by the Municipality at the time such building permit is obtained, in accordance with the Municipal By-Laws then enforced from time to time.
3. The Seller shall not be responsible for the condition of the soil on the Lot nor for any loss, damages, expense, injury, claim or action incurred or suffered by the Buyer as a result of the conditions of the soil. The Buyer acknowledges the opportunity to inspect the Property and take soil samples.
4. The Buyer shall grade, spread top soil and sod the front and side yards, including the untravelled portion of the road allowance in front and flanking each Lot, upon the substantial completion of the dwelling thereon and upon seasonal availability of sod. Such grading and sodding shall extend from the walls of each building to the curb or edge of the road or the edge of the Lot.

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5. The Buyer will be responsible for locating the survey markers and will pay to the Seller on demand the cost of replacing each survey marker for the subject Lots that is damaged, destroyed or removed as a result of any act by the Buyer or a Related Party to the Buyer.
6. The Buyer will cover all driveways from the curb to the dwelling, front and side sidewalks in concrete or interlocking brick paving stones or such other material the Seller or the Seller's designated agent may accept. The Buyer acknowledges that gravel is not a permitted covering for the driveway and sidewalks. A driveway or sidewalk may be temporarily covered with gravel until the permanent covering is installed in accordance with their Right-of-Way Street Opening Permit.
7. The Buyer agrees to pay to the Corporation of the City of Windsor (the "**Corporation**"), *prior to the issuance of any construction permits*, in connection with the boulevard street tree required for each lot, the amount set out in accordance with the Corporation's Manual of Landscaping Requirements available from the Corporation's Forester / Manager of Forests and Natural Areas and the Department Fee Schedule approved by the Council of the Corporation from time to time. `
8. **The Buyer acknowledges that, notwithstanding the closing of any sale, the covenants and agreements contained in this Agreement shall not merge. The Seller and/or its respective Agents may, until that date upon which all of the Services within this subdivision have been accepted by the Municipality, enter upon the property at all reasonable hours in order to carry out any lot grading work which, in the opinion of the City Engineer may be required, and to inspect, repair, complete, maintain or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, and including construction and maintenance of fences, if any, constructed by the Seller in accordance with the Seller's design or municipal requirements.**

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