# Schedule B – Buyer's Covenants

## Kinsmen Norman Road Park Development

Buyer's Building Covenants:

1. Indemnity

1.1 The Buyer shall be liable to the Vendor for all damages to services, structures and equipment installed by the Vendor, which damage is caused by the Buyer or a Related Party to the Buyer. The Buyer shall pay to the Vendor a security deposit of Five Thousand ($5,000.00) Dollars for each lot (the "**Lot**") being purchased by the Buyer ("**Security Deposit**") as security for the performance of all of the Buyer's obligations pursuant to the Agreement and the Schedules attached hereto. The Security Deposit shall be paid on the Closing Date and may be applied against any costs for restoration or damages caused by the Buyer or any Related Party, or if the Vendor performs grading or drainage or any other obligation of the Buyer pursuant to this Agreement, the Security Deposit can be applied to the costs of performing such work. When the Buyer has completed construction including but not limited to a paved driveway, sod and landscaping 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 Vendor, the Vendor shall release the Security Deposit.

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 Closing Date, the Vendor shall not be required to replace or relocate staking unless the Vendor or its agents damage or remove such stakes. The amount of Damages caused by the Buyer or any Related Party to the Buyer to the services shall be determined by the Vendor's Engineer acting reasonably which decision shall be final and binding upon the parties hereto and the determination of the 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 such Engineer.

The Buyer shall keep the Lot in a neat and tidy condition during the course of the building thereon and shall comply with any reasonable request made by the Vendor in respect of the appearance of the Lot during construction as aforesaid.

1.2 Definitions

(a) '**Related Party to the Buyer**' shall mean to include any employee, servant, agent, independent agent, contractor or subcontractor, or any successor in title to the lands of the Buyer.

(b) '**Services**' shall mean to include any services installed within the Registered Plan of Subdivision by the Vendor or any other person or persons, including the Municipality or any other Authority including but not limited to the 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 the services, any underground hydro service, gas service, telephone and cable services or any other services effected for the purpose of public utilities.



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(c) '**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 regarding of any Lot, roads or other services where dirt, debris, earth or foreign material has been deposited therein.

2. The Buyer shall complete construction as expeditiously as possible on any dwelling unit after commencement of construction and shall not at any time during the term of this Agreement, cease constructing once it shall have commenced, subject at all times to force majeure.

3. The Buyer shall pay to the Municipality, for each building permit issued for each Lot herein, any and all fees and impost charges, including any development charges for each dwelling for which a building permit is issued, 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.

4. The Buyer shall pay to the Municipality, for each building permit issued for each Lot herein, the sum of $10,320 (the "**Permit Fee**"') towards outstanding sewerage fees owed for the previously constructed mainline municipal storm and sanitary sewers fronting the property.

5. The Buyer covenants and agrees to comply with the stipulations and restrictive covenants set forth in Schedule C to this Agreement and shall obtain a covenant from every Buyer binding such Buyer to the stipulations and restrictive covenants set forth in Schedule C and to that effect, shall insert the restrictive covenants set forth in Schedule C in every Agreement of Purchase and Sale entered into by the Buyer for the resale of any of the Lot.

6. The Vendor shall not be responsible for the condition of the soil of 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.

7. The Buyer shall provide and maintain during the construction period disposal bins and portable toilets on the Lot to accommodate the proper disposal of refuse and debris and shall also keep the road allowances adjacent to the Lot clean of debris and dirt.

8. The Buyer shall, with regard to each Lot, grade, spread top soil and sod the front, rear 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. 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.

9. The Buyer will be responsible for locating the survey markers and will pay to the Vendor on demand the cost of replacing each survey marker for the subject Lots that are damaged, destroyed or removed as a result of any act by the Buyer, its employees, agents or contractors.

10. The Buyer will cover all driveways from the curb to the dwelling, front and side sidewalks in concrete or such other material the Vendor or the Vendor's designated agent may accept within one year from the date of occupancy permit. The Buyer acknowledges that a gravel, interlocking brick paving stones or asphalt driveway or sidewalk may not be installed.



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11. The Owner must plant a minimum of three (3) trees as approved by the City of Windsor Forester for species and location.

12. The Buyer shall not assign this Agreement or any part hereof without the prior written consent of the Vendor, which consent may be arbitrarily withheld If the Buyer is a corporation, a change in control of the corporation shall be deemed to be an assignment requiring the Vendor's approval, as aforesaid. In addition, the Buyer shall not transfer, assign, convey or otherwise dispose of any interest which the Buyer may have in the Agreement or any of the Lot nor shall the Buyer grant an option to purchase, acquire, or otherwise obtain the interest which the Buyer had in this Agreement or the Lot at any time prior to the Closing Date, without the written consent of the Vendor, which consent may be arbitrarily withheld.

13. Not later than twenty-four (24) months after the Closing Date, the Buyer shall obtain the necessary building permits and fully complete all footings for a building on each Lot and not later than twelve (12) months after completion of such building footings, the Buyer shall substantially complete the building. To "Substantially Complete" the building means either the satisfactory performance of a final building inspection by the Municipality or that the building and improvements to each such Lot are capable of completion at a cost of not more than ten (10%) percent of the total cost of construction.

14. Option to Repurchase

    (a) Subject to the provisions of Section 13 (b) hereof, if the Buyer named in this Agreement fails to complete all building footings or substantially complete the building on each Lot in the manner and within the time limits by Section 12 hereof and fails within thirty (30) days of notice of such default to substantially complete the building, then for one hundred and twenty (120) days thereafter, the Vendor shall have an irrevocable option to repurchase each Lot on which the Buyer is in default hereunder for the original price for each Lot, less: (i) ten (10%) percent; (ii) any agent's commissions paid or incurred by the Vendor; (iii) any unpaid taxes and charges against the Lot and any monies including interest owing hereunder by the Buyer to the vendor; and (iv) all legal fees and any expenses incurred by the Vendor in connection with such repurchase. Contemporaneously upon payment to the Buyer of such price for repurchase within thirty (30) days of the Vendor's election to repurchase, the Buyer shall transfer and release all its right, title and interest in each such Lot and this Agreement to the Vendor free and clear of all encumbrances and deliver up quiet possession to the Vendor.

    (b) If the completion of construction of either all building footings or substantial completion of the building, as the case may be, as required under Section 12 was delayed by causes, which, in the opinion of the Vendor or its designated agent, were not within the reasonable control of the Buyer and unavoidable by the exercise of reasonable effort or foresight by the Buyer (excluding the Buyer's financial status) or the delay was caused by any default or act of omission by the Vendor, then the time for completion will be extended by the time of such delay.



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