



Agreement of Purchase and Sale

Peche Island Shores – Phase II

This Agreement of Purchase and Sale dated this ____ day of 2018

BUYER,, agrees to purchase from
(Full legal names of all Buyers)

SELLER, **THE CORPORATION OF THE CITY OF WINDSOR** the following

REAL PROPERTY:

Address..... (Street Number)

fronting on the side of..... **Mountbatten Crescent**.....

in the City of Windsor, County of Essex

and having a frontage of more or less by a depth of..... more or less

and legally described as **Lot** **on Plan 12M-645**
(Insert Part numbers)

..... (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$).....

..... Dollars

DEPOSIT: Buyer submits herewith

..... **SEVEN THOUSAND FIVE HUNDRED DOLLARS** (**CDN\$**)... **\$7,500.00**.

by negotiable cheque payable to **THE CORPORATION OF THE CITY OF WINDSOR** "Deposit Holder" to be held by **THE CORPORATION OF THE CITY OF WINDSOR** pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

Buyer agrees to pay the balance due on closing as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B, C, D, E, F, G (strike out if not applicable.... annexed hereto form part hereof and are integral to this Agreement. The Purchaser acknowledges that he / she has read and understands this Agreement and all such Schedules.

1. IRREVOCABILITY: This offer shall be irrevocable by **BUYER** until..... a.m./p.m. on
(Seller/Buyer)

the day of 20, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

INITIALS OF BUYER(S):

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2. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on the ...SEE SCHEDULE A.... day of, 20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
3. **NOTICES:** Kate Tracey, Legal Counsel represents the Seller for the purpose of giving and receiving notices pursuant to this Agreement. The Buyer must appoint the following for the purpose of giving and receiving notices pursuant to this Agreement:

The Buyers solicitor.....
(INSERT NAME OF SOLICITOR)

Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "**Document**") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below **or**

Where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 519-255-6933
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer's Solicitor)

Email Address: ktracey@citywindsor.ca
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer's Solicitor)

4. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **IN ADDITION TO** the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing that the sale of the property is not subject to HST.
5. **TITLE SEARCH:** Buyer shall be allowed until 4:30 p.m. on the.....day being one week prior to the Completion Day.... (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (**VACANT LOT ZONED..RD1.4 ...**) may be lawfully continued. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
6. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
7. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified

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times referred to in paragraph 5 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy in favour of the Buyer and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller and Co-operating Brokerage if applicable shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

8. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
9. **DOCUMENTS:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date.
10. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
11. **INSURANCE:** The property shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
12. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller.
14. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
15. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
16. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

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17. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
18. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
19. **LEGAL ADVICE: THE CORPORATION OF THE CITY OF WINDSOR ADVISES THE BUYER TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT OF PURCHASE AND SALE AND THE BUYER ACKNOWLEDGES HAVING HAD AN OPPORTUNITY TO OBTAIN SUCH ADVICE.**
20. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
21. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
22. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
23. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

		DATE.....
(Witness)	(Buyer)	(Seal)
		DATE.....
(Witness)	(Buyer)	(Seal)

I, the Undersigned Seller, agree to the above offer. Where the co-operating broker brings the offer to the City, The Corporation of the City of Windsor will pay directly to the brokerage a flat fee of \$1,400.00 together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale. No commission will be payable if the transaction is not completed.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

THE CORPORATION OF THE CITY OF WINDSOR

		DATE.....
(Witness)	(Seller) Per: Frank Scarfone	(Seal)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at.....a.m./p.m. this.....day of....., 20.....

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(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement
Of Purchase and Sale and I authorize the Brokerage to forward a
copy to my lawyer.

..... DATE.....
(Seller)

..... DATE.....
(Seller)

Address for Service.....
.....Tel.No.(.....)

Seller's Lawyer...Kate Tracey

Address.....400 City Hall Square East, Suite 201

Email.....ktracey@citywindsor.ca

(..519...)255-6100 ext. 1774..... (..519...)255-6933.....
Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement
Of Purchase and Sale and I authorize the Brokerage to forward a
copy to my lawyer.

..... DATE.....
(Buyer)

..... DATE.....
(Buyer)

Address for Service.....
.....Tel.No.(.....)

Buyer's Lawyer.....

Address.....

Email.....

(.....)..... (.....).....
Tel.No. FAX No.

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Schedule A Peche Island Shores – Phase II

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

BUYER,....., and

SELLER,...THE CORPORATION OF THE CITY OF WINDSOR.....

for the purchase and sale of
(Street Name & Number)

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

1. Completion Date

This Agreement shall be completed by no later than 4:30 pm on _____.

In the event that servicing is not completed by the Completion Date, the Purchaser may either agree to extend the closing of the transaction for a further thirty (30) days or elect to terminate this Agreement. Should the Purchaser elect to terminate this Agreement, the Deposit paid herein will be returned to the Purchaser without interest, penalty or deduction.

2. Payment of Purchase Price

Buyer agrees to pay the balance of the Purchase Price, subject to the usual adjustments and any other adjustments described in this Agreement, to The Corporation of the City of Windsor upon the completion of this transaction.

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Schedule B
Peche Island Shores – Phase II

PURCHASER'S BUILDING COVENANTS

1. Indemnity

1.1 Definitions

1. **“Related Party to the Purchaser”** shall include any employee, servant, agent, independent agent, contractor or subcontractor, or any successor in title to the lands of the Purchaser.
2. **“Services”** shall mean any services installed within the Registered Plan of Subdivision by the Vendor 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 Purchaser shall be liable to the Vendor for all damages to Services, structures and equipment installed by the Vendor, which damage is caused by the Purchaser or a Related Party to the Purchaser. The Purchaser shall pay to the Vendor 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 Purchaser'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 Purchaser or any Related Party to the Purchaser, or if the Vendor performs grading, drainage or any other obligation of the Purchaser pursuant to this Agreement, the Security Deposit may be applied to the costs of performing such work. When the Purchaser 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

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terms of any agreement with the Municipality, and upon satisfactory inspection by the Vendor, the Vendor shall release the Security Deposit.

The Purchaser shall not interfere with the Services or with the installation of Services. Without limiting the generality of the foregoing, the Purchaser 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 Purchaser shall not interfere with the survey staking of lands within the Subdivision. After the Completion 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 Damage caused by the Purchaser or any Related Party to the Purchaser 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 Purchaser shall keep the Lot in a neat and tidy condition before commencement of construction and during construction. The Purchaser shall comply with any reasonable request made by the Vendor in respect of the appearance of the Lot.

2. The Purchaser must obtain the necessary permit from ERCA prior to applying for a building permit.
3. With respect to the Townhome Blocks, the Purchaser shall pay to the Vendor on closing the sum of **Two Thousand Five Hundred Dollars (\$2,500.00)** per unit for the cost of a concrete driveway approach for each unit. The driveway approaches will be installed by the Vendor or its Agents no later than three years following the Completion Date in conjunction with the installation of sidewalks within this subdivision. In the event that the subdivision is not fully built out three years following the Completion Date, the Vendor reserves the right to extend the timing for the installation of driveway approaches one additional year, and will give written notice to the Purchaser at least three months prior to the expiration of the original three year period.
4. The Purchaser 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.
5. The Purchaser covenants and agrees to comply with the stipulations and restrictive covenants set forth in Schedule C to this Agreement of Purchase and Sale and shall insert the restrictive covenants set forth in Schedule C in every Agreement of Purchase and Sale entered into by the Purchaser for the resale of the Lot.

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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 Purchaser as a result of the conditions of the soil. The Purchaser acknowledges the opportunity to inspect the Property and take soil samples.
7. The Purchaser 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 Purchaser 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.
9. The Purchaser 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 is damaged, destroyed or removed as a result of any act by the Purchaser or a Related Party to the Purchaser.
10. The Purchaser (within eighteen months from the date of occupancy permit) will cover all driveways from the curb (or driveway approach, if same has been installed by the Vendor) to the dwelling, front and side sidewalks in concrete or interlocking brick paving stones or such other material the Vendor or the Vendor's designated agent may accept. The Purchaser acknowledges that asphalt and gravel are not permitted coverings for the driveway and sidewalks. A driveway or sidewalk may be temporarily covered with gravel until the permanent covering is installed within the time limits indicated above.
11. With respect to the Single Unit Dwelling Lots, the Purchaser 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.
12. The Purchaser shall not assign this Agreement nor any part hereof without the prior written consent of the Vendor, which consent may be unreasonably withheld. If the Purchaser is a corporation, a change in control of the corporation shall be deemed to be an assignment requiring the Vendor's approval. In addition, the Purchaser shall not transfer, assign, convey or otherwise dispose of any interest which the Purchaser may have in the Agreement or any of the Lot nor shall the Purchaser grant an option to purchase, acquire, or otherwise obtain the interest which the Purchaser had in this Agreement or the Lot at any time prior to the Completion Date, without the written consent of the Vendor, which consent may be unreasonably withheld.
13. Not later than twenty-four (24) months following the Completion Date, the Purchaser shall obtain the necessary building permits and fully complete all footings for a building on each

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Lot and not later than twelve (12) months after completion of such building footings, the Purchaser shall substantially complete the building. For the purpose of this Agreement, **"Substantial Completion"** 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 percent of the total cost of construction.

14. Option to Repurchase

1. Subject to the provisions of Section 12 hereof, if the Purchaser 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 determined by Section 11 hereof and fails within thirty days' notice of such default to substantially complete the building, for one hundred and twenty days thereafter, the Vendor shall have an irrevocable option to repurchase each lot on which the Purchaser is in default hereunder for the original price for each Lot, less: (i) ten 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 Purchaser 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 Purchaser of such price for repurchase within thirty days of the Vendor's election to repurchase, the Purchaser 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 quiet possession of each such Lot to the Vendor.

2. Should the completion of construction of either the building footings or substantial completion of the building as required under Section 11 be delayed by causes which, in the opinion of the Vendor or its designated agent, were not within the reasonable control of the Purchaser and unavoidable by the exercise of reasonable effort or foresight by the Purchaser (excluding the Purchaser'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.

15. **The Purchaser acknowledges that, notwithstanding the closing of any sale, the covenants and agreements contained in this Agreement shall not merge. The Vendor 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 Vendor in accordance with the Vendor's design or municipal requirements.**

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Schedule C
Peche Island Shores – Phase II

DEED RESTRICTIONS

1. Unless prohibited by the context in which they are used, the following words, when used in these restrictions, shall have the following meanings:
 - (a) **“Peche Island Shores – Phase II”** means the lands described in Schedule “D” hereto.
 - (b) **“Owner”** shall mean the recorded owner, whether one or more persons or legal entities, of the fee simple title to any of the Peche Island Shores – Phase II lots.
 - (c) **“Property”** shall mean any subdivision lot, or land and all improvements located thereon, located within Peche Island Shores – Phase II.
 - (d) **“Developer”** shall mean The Corporation of the City of Windsor.
 - (e) **“Transferee”** shall mean the Purchaser of any lot or other lands forming part of Peche Island Shores – Phase II.
2. No more than one single detached residential dwelling shall be constructed on the Property.
3. Residential dwellings shall not be erected on the Property having less than 1,800 square feet of Floor Area above the grade line for a ranch style dwelling and 2,600 square feet of Floor Area above the grade line of which a minimum of 1,300 square feet must be on the main floor for a two-storey dwelling. **Raised ranches, bi-levels or split-levels are not permitted.** “Floor Area” shall mean the area occupied by the dwelling house exclusive of any open or closed porch, patio, garage, carport or breezeway.
4. The residential dwelling including any accessory buildings must be of full clay brick, stucco, stone or fibre cement, or any combination thereof.
- 5.1 The Corporation of the City of Windsor By-law Number 65-2018 provides as follows:

“The exterior wall of a garage forming part of the main building shall not project greater than 1.20 metres beyond the front walls and side walls of the dwelling unit.”

“A basement is prohibited. A cellar is permitted.”
- 5.2 **BASEMENT** means any part of a *building*, which is partially below *grade*, where the vertical distance from the *grade* to the floor is equal to or less than the vertical distance from the *grade* to the ceiling next above.

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- 5.3 CELLAR** means any part of a *building* where the vertical distance from the *grade* to the floor is greater than the vertical distance from the *grade* to the ceiling next above.
6. The dwellings constructed on the Property shall not have:
- (a) less than a garage for two (2) motor vehicles;
 - (b) more than one (1) driveway approach;
 - (c) swimming pools which are constructed above grade; and
 - (d) satellite dishes in excess of eighteen (18") inches in diameter.
7. Except in a fully enclosed garage, no boats, campers, recreational vehicles, commercial vehicles, buses, jet-skis, personal watercraft, go-carts, motor bikes, dirt bikes, motor scooters, cube vans or any other vehicle that is powered by an internal combustion engine shall be stored or parked on any of the Property or on any public rights-of-way except for automobiles, motorcycles, pick-up trucks not for business use and non-combustion powered vehicles.
8. No above ground utility lines shall be placed on the property.
9. The Transferee shall not disrupt or interfere with the rear yard drainage, including underground drainage and sewer lines, and shall not alter the grading or drainage of the Property from the lot grading and rear yard drainage approved and certified by The Corporation of the City of Windsor.
10. As requested by the local school boards, the Transferees are hereby advised that students may not be able to attend the closest neighbourhood school and students may be bussed to a more distant school.
11. These Restrictions, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property, and shall remain in full force and effect for the benefit of the Property designated by the Developer.
12. These Restrictions shall be binding upon the Transferee and their heirs, trustees, administrators, successors and assigns and shall continue in full force and effect in perpetuity from the date hereof. These Restrictions are for the benefit of each and every Owner of the Property and their respective owners from time to time.
13. The construction, validity, and enforcement of these Restrictions shall be determined according to the laws of the Province of Ontario. The venue of any action or suit brought in connection with these Restrictions shall be in Essex County, in the Province of Ontario.
14. Wherever the covenants, restrictions and conditions herein contained are in conflict with the provisions of any applicable federal, provincial, or municipal by-law, regulation or ordinance, those provisions contained herein or in such by-law, regulation or ordinance which is most

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onerous or which places the greatest restrictive burden on the use of the Property shall be applicable.

15. Failure of the Developer to insist upon strict performance of any provision of these Restrictions with respect to land within Peche Island Shores – Phase II shall not be deemed to be a waiver of such provision as to such land unless the Developer has executed in writing a waiver thereof. Any such written waiver of any provision of these Restrictions by the Developer with respect to any Property shall not constitute a waiver of such provision as to any other land within Peche Island Shores – Phase II.
16. The amendment or invalidation of any provision or provisions of these Restrictions by lawful court order shall not affect or modify any of the other provisions of these Restrictions, which other provisions shall remain in full force and effect. The Parties agree that an Ontario Court shall have the right to amend these Restrictions.
17. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders or neuters.
18. The Developer reserves the right to amend these Restrictions as reasonably required, in its sole discretion.
19. These Restrictions will be registered on title to the lands on Closing at the Transferee's expense.

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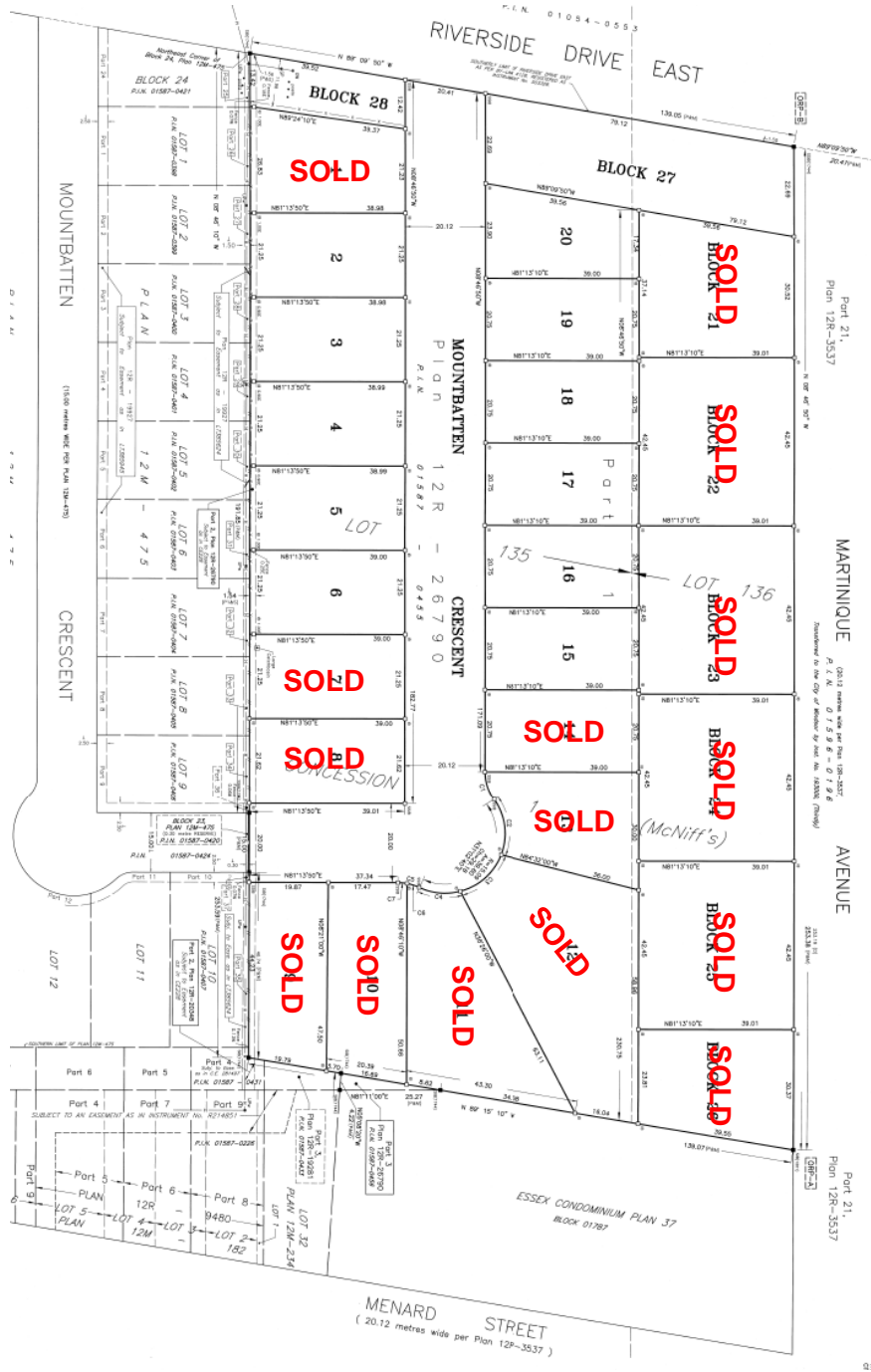


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Schedule D Peche Island Shores – Phase II



LOT TO BE PURCHASED

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INITIALS OF SELLER(S):



Schedule E

Peche Island Shores – Phase II

PURCHASER'S ACKNOWLEDGMENT

The Purchaser acknowledges that acceptance of this Agreement of Purchase and Sale by the Manager of Real Estate Services, City Solicitor or her Appointee does not constitute a binding agreement with The Corporation of the City of Windsor until it is approved by the Chief Administrative Officer or his Appointee, or by City Council, as required.

1. This offer is subject to approval by the Chief Administrative Officer or his Appointee, or by City Council, as required, within six weeks from the date of acceptance of this offer by the Manager of Real Estate Services, the City Solicitor or her Appointee, failing which this offer becomes null and void and the Buyer's deposit shall be returned in full without interest, penalty or bonus.
2. The Buyer acknowledges that he/she is **NOT**:
 1. A City employee, the Mayor or Member of Council;
 2. A family member of a City employee, the Mayor or a Member of Council (family includes a parent, spouse, child, sibling, grandparent, grandchild, step and common-law relationships and in-law relationships); or
 3. A corporation or partnership of which an employee is a shareholder or partner.

*(If the above applies, strikethrough "**NOT**" and circle the applicable statement above)*

INITIALS OF BUYER(S):



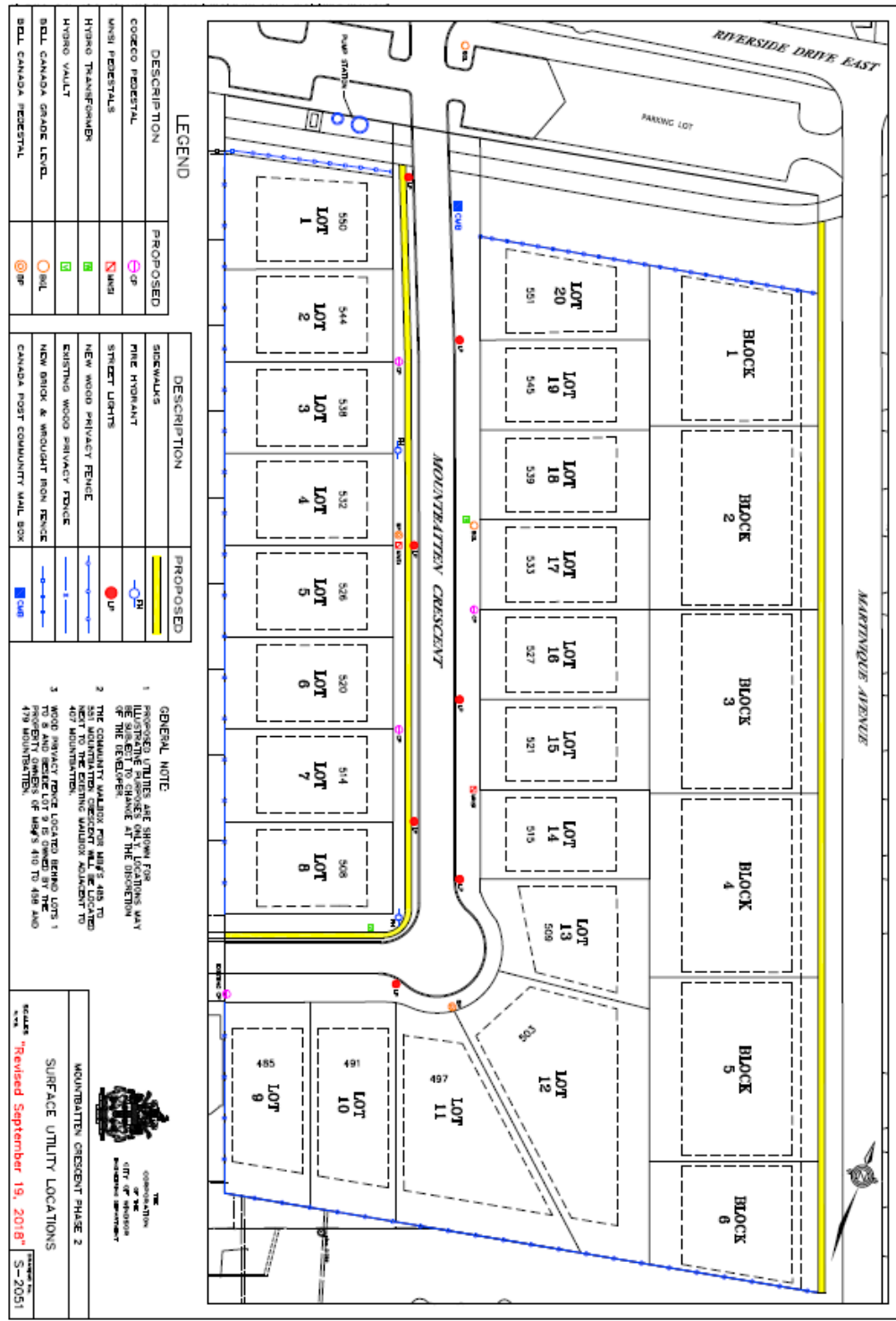
Revised September 18, 2018

INITIALS OF SELLER(S):



Schedule F Peche Island Shores – Phase II

Location of Services, Sidewalks, Fences, etc.



INITIALS OF BUYER(S):

Revised September 18, 2018

INITIALS OF SELLER(S):

Schedule G
Pecche Island Shores – Phase II

GEOTECHNICAL INVESTIGATION REPORT

Re: Lots 2 to 6 and Lots 15 to 20 on Plan 12M-645
as shown on Schedule D

The Purchasers of the above Lot(s) hereby acknowledge review of the Geotechnical Investigation Report prepared by Amec Foster Wheeler and dated April 7, 2016, which report is available on the City's website:

<http://www.citywindsor.ca/residents/Property/Property-for-Sale/current-properties-for-sale/Documents/Geotechnical%20Report.pdf>

The Purchaser acknowledges that Lots 2 to 6 and Lots 15 to 20 on Plan 12M-645 are situated on disturbed soil resulting from the former water treatment plant demolition. ***Foundations constructed on these Lots are required to be designed by a Professional Engineer.***

The Purchaser further acknowledges that the Vendor highly recommends the Purchaser discuss the results of the Geotechnical Investigation Report with a Professional Engineer prior to submitting any offer to purchase.

INITIALS OF BUYER(S):



Revised September 18, 2018

INITIALS OF SELLER(S):

