



# LEASE AGREEMENT

**HOME SITE LEASE AGREEMENT** made this Choose an item. day of Choose an item. , Click or tap here to enter text. **[Note for finalization: This will be the closing date of the purchase agreement with the ultimate homeowner.]** pursuant to the *Residential Tenancies Act of Ontario, 2006* (the "R.T.A.") or applicable Residential Tenancies law that may be in force in the Province of Ontario.

**BETWEEN:**

PARKBRIDGE LIFESTYLE COMMUNITIES INC.

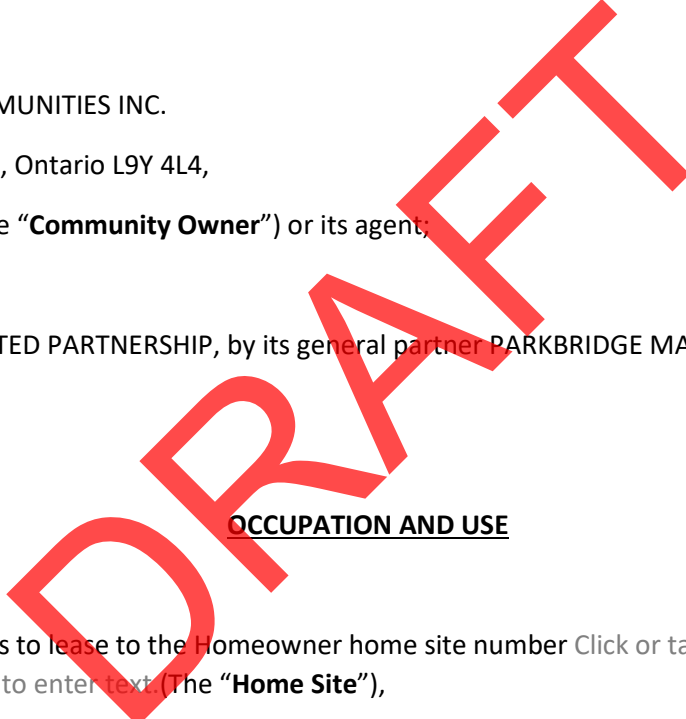
70 Huron Street, Collingwood, Ontario L9Y 4L4,

Operating as LAKEHAVEN (The "**Community Owner**") or its agent;

**AND:**

PARKBRIDGE MATTAMY LIMITED PARTNERSHIP, by its general partner PARKBRIDGE MATTAMY GP LIMITED

(The "**Homeowner**")



**OCCUPATION AND USE**

**1. HOME SITE**

The Community Owner agrees to lease to the Homeowner home site number Click or tap here to enter text., being street and number Click or tap here to enter text. (The "**Home Site**"),

located in Lakehaven, Innisfil, ON (the "**Community**").

The Home Site is also shown on the Site Plan of the Community and attached as Schedule "A".

**2. TERM**

The Community Owner and the Homeowner agree that, subject to the terms below, the lease term begins on the date of this Lease Agreement. The term ends on Click or tap here to enter text., the term being FORTY-NINE (49) YEARS.

If the Home Site is not ready for occupancy for any reason on the beginning date of the term, the Community Owner shall not be held liable for failure to give possession at commencement of term; failure to give possession on the date the term was to begin will not affect the validity of this Lease Agreement including the obligation to pay rent and all applicable charges from the date of commencement of the term.

If the Homeowner remains on the Home Site after the expiration of the term and the Community Owner continues to accept rental payments the Homeowner will continue to hold the Home Site as a month-to-month tenancy, but subject in all other respects to the terms and conditions of this Lease Agreement. Both parties may agree at any time in writing to a new Lease Agreement with a new term.

If either party decides to terminate the tenancy at the end of the term, they will give written notice to the other party not less than sixty (60) days prior to the expiration of the term, in accordance with the R.T.A. The Community Owner will have the right to enter the Home Site to show prospective homeowners at reasonable hours with notice as set out under the R.T.A.

This Lease Agreement is expressly conditional upon compliance with the Planning Act of Ontario and any amendments.

### 3. USE

The Homeowner agrees that the Home Site is to be used only for residential occupancy of a single-family home. The Home Site is not be used for any other purpose, including the operation of a business that would generate traffic or involve storage of materials or equipment. This would include, but not be limited to, child care services, yard sales, auctions, building trades, or anything that could reasonably be said to cause a disturbance to other homeowners or the Community Owner.

### PAYMENTS

### 4. RENT

The Homeowner agrees to make payments monthly to the Community Owner in the following amounts:

For the right to occupy the Home Site ("Rent")	\$ RENT
For Maintenance Charges (see section 6)	\$ INCLUDED
For Home and Home Site Taxes (may be estimated)	\$ TAX
For Water and Sewer:	Metered
Total Monthly Amount Payable	\$ TOTAL

The Total Monthly Amount is to be paid to the Community Owner at its office or as directed by the Community Owner. Payments are to be made by electronic transfer, certified cheque or money order at the beginning of each month by the first day of each month. The Homeowner and the Community Owner agree that the Homeowner has requested to pay the Total Monthly Amount by pre-authorized payment ("P.A.P.") and the parties agree that this is a voluntary arrangement. Payments made by anyone other than the Homeowner will be deemed to be paid on behalf of the Homeowner. In the event that the Lease Agreement shall commence on a date other than the first day of the month, Total Monthly Amount shall be due and payable on that date and pro-rated to the end of that month.

The Community Owner may increase the Total Monthly Amount or other charges from time to time in accordance with the R.T.A. by providing the Homeowner with three (3) months prior written notice. Any increase shall be an amount no greater than the Inflation Rate plus 2%. For the purposes of this section "Inflation Rate" means the 12-month average percentage change in the all-items Consumer Price Index for Ontario ending in the July that is most recently available prior to the increase.

Any amounts payable under this Lease are in addition to any amounts payable to the Vendor under the Purchase Agreement assigned to the Homeowner pursuant to the Assignment. To the extent that the Landlord receives any amounts payable to the Vendor pursuant to the Purchase Agreement, it shall immediately pay such amounts to the Vendor under such Purchase Agreement.

## 5. TAXES

The Homeowner acknowledges that government agencies will charge all property taxes in the Community to the Community Owner, to be collected by it from the Homeowners. The Homeowner will pay their apportioned share of municipal taxes and charges as defined in the R.T.A. These include, but are not limited to, home and land taxes, as well as any additional taxes, user fees, or any other charges levied by a governmental authority on the Homeowner's home and Home Site, including on any buildings, structures, or improvements ("Taxes").

The Community Owner will have the right to estimate in advance the amount of Taxes for the coming year and will collect one twelfth (1/12<sup>th</sup>) of this estimate monthly at the same time as the Total Monthly Amount and other charges are payable. When the Taxes have been finally determined for the year, the Homeowner will repay any shortage, or the Community Owner at its option shall either repay any over-payment or will credit it against the Taxes for the ensuing year.

The Homeowner agrees that any default in payment of Taxes will be deemed to constitute additional Total Monthly Amount payable under this Lease Agreement. The Community Owner will have the same remedies in the event of a default in payment of Taxes as it has in the case of default in payment of Total Monthly Amount as outlined in section 8.

## 6. MAINTENANCE CHARGES

In addition to the Total Monthly Amount and Taxes, the Homeowner agrees to pay their apportioned share of the costs of maintaining those areas of the Community that are common to all Homeowners. Common areas include all of the Community other than the individual Home Sites or any sales offices operated by the Community Owner. A more detailed listing of Common Area Maintenance is attached as Schedule "D". Any additional maintenance services provided to the Homeowner will be covered by a separate agreement.

## 7. WATER AND SEWER

Where the Homeowner's water treatment and distribution, as well as waste water collection, treatment and disposal are currently handled by a combination of private and municipal system, or complete municipal system, water usage is measured by a meter at each individual home and a bill for Water and Sewer Services, based on a flat fee plus consumption, is sent by the Community Owner to each Homeowner. It is agreed, pursuant to s. 123 RTA, that the rate charged shall be similar to the rate charged in nearby Municipalities for Water and Sewer services, such rates being the value of the services to the Homeowner. The Municipality may elect to charge the Homeowner directly.

In all of the above, the Homeowner agrees to abide by any lawn watering, house washing, car washing or other water use restrictions that may be imposed from time to time.

Where the municipality effects any change to the rates that it charges its individually metered residential ratepayers then the Community Owner may upon the same date the municipality effects such change make the same changes to the rates it charges the Homeowner.

Sewer and Water Charges may be levied on a monthly, bi-monthly or quarterly basis at the option of the Community Owner.

The Community Owner shall be entitled, upon reasonable notice given in accordance with the R.T.A., to enter into the Home for the purpose of installation, maintenance, repair or replacement of the Community Owner's water meter.

## 8. DEFAULT

The Homeowner is to pay their Total Monthly Amount on the first day of each month. If payment is made by cheque or P.A.P. and the cheque or P.A.P. is not honoured by the bank upon which it is drawn, the Homeowner will pay to the Community Owner a service and administration charge of \$25 (subject to change) plus the bank's charge to the Community Owner for the dishonoured cheque. Full payment would then be required by certified cheque or money order.

If any of the following breaches occur, the Homeowner will be deemed to be in default of this Lease Agreement:

- i) The Homeowner fails to pay the Total Monthly Amount by the first day of the month to the Community Owner;
- ii) The Homeowner is persistently late to pay the Total Monthly Amount by the first day of the month to the Community Owner;
- iii) The Homeowner breaches any of the Covenants of the Lease Agreement, and does not within ten (10) days after notice of the breach in writing from the Community Owner take action to correct the breach, or failing correction, make every reasonable effort to correct the breach as soon as possible;
- iv) Any liens are filed or registered against the land owned by the Community Owner, (including, but not limited to the Home Site,) through the action or omission of the Homeowner, and the Homeowner fails to remove the lien within ten (10) days after notice in writing from the Community Owner;  
(NOTE: A "Notice of Lease" or a "Notice of Charge/Mortgage of Lease" are permitted to be registered against the land, with prior written permission of the Community Owner and at the Homeowner's expense. Any such registrations are to be discharged by the Homeowner at their expense upon cessation of this lease.)
- v) The Home Site is used by anyone for any other purpose than is permitted in this Lease Agreement without written permission of the Community Owner;
- vi) Occupancy of the Home Site is transferred without the Homeowner first requesting, in writing, and receiving the Community Owner's consent;
- vii) The Home Site is abandoned, when the Total Monthly Amount is unpaid and the Home appears to be vacated.

The Homeowner will have the right to occupy, maintain, repair, renovate, replace and remove the home during the term of this Lease Agreement so long as the Homeowner is in good standing. To remedy a Homeowner default, the Community Owner will have the right to terminate this Lease Agreement and re-possess the Home Site, at which time the Homeowner must remove their home from the Home Site. If the Lease Agreement is terminated and the home remains on the Home Site, the Community Owner may dispose of the home in accordance with the applicable provisions for disposition of the Home as prescribed by the RTA.

The Community Owner agrees that the termination of the Lease Agreement as described in this clause will not apply to the Home and/or Attachments by a Bank under its security. The Community Owner further agrees that the Bank will not be required to abide by any such Lease Termination provision in this Lease Agreement.

In the event the home appears to be abandoned, in addition to the rights listed in this section 8, the Community Owner will have the right to apply for an Order under s. 79 of the RTA (or amendments thereto) declaring the Home abandoned and in the interim, may enter the home for the purpose of disposing of any unsafe or unhygienic items, to ensure the home and contents are reasonably secure, and to ensure that the abandoned home does not cause damage or harm to the Community's services or to other homeowners. Upon receipt of the Order declaring the Home abandoned, the Community Owner may dispose of the Home and its contents as permitted under s. 162 of the RTA. The Community Owner agrees that the Abandonment provision as described in this clause will not apply to the Home and/or Attachments by a Bank under its security. The Community Owner further agrees that the Bank will not be required to abide by any such Abandonment provision in this Lease Agreement.

In the event of the bankruptcy of the Homeowner, the Community Owner will rank as a preferred creditor pursuant to the Bankruptcy and Insolvency Act with regard to arrears of Total Monthly Amount for the three-month period preceding the bankruptcy. The balance of the term of this Lease Agreement will be terminated and the Homeowner will revert to a month-to-month tenancy, but subject in all other respects to the terms and conditions of this Lease Agreement including the default provision in this Section 8, and subject to the rights of the Homeowner's trustee. The Community Owner agrees that the Bankruptcy provision as described in this clause will not apply to the Home and/or Attachments by a Bank under its security. The Community Owner further agrees that the Bank will not be required to abide by any such Bankruptcy provision in this Lease Agreement.

In any action or proceeding that the Community Owner may institute to enforce its rights or to collect overdue rent, the Homeowner agrees to pay all costs incurred by the Community Owner, including, but not limited to legal costs on a solicitor and client basis.

## COVENANTS

### 9. HOMEOWNER'S COVENANTS

The Homeowner agrees to be bound by the following terms and conditions:

#### *Utilities*

- i) The Homeowner will apply for and pay for all utility charges not included in the Monthly Payment amount, including, but not limited to natural gas, electricity, telephone, television services, and any other charges in connection with the Home Site;
- ii) The Homeowner will ensure that the home is heated, at their expense, as weather conditions may reasonably require, and to be responsible to the Community Owner for any damages caused to the Community, including, but not limited to damage to services, caused by their failure to heat the home during cold weather;

#### *Care of home and Home Site*

- i) The Homeowner will, unless expressly agreed in writing with the Community Owner, be responsible for maintenance of the Home Site. For greater clarity, the Homeowner and Community Owner will have the following responsibilities:

Lawn maintenance and landscaping on the Home Site – by Homeowner  
Lawn maintenance and landscaping of common areas – by Community Owner  
Snow removal on driveway and walkway of Home Site – by Homeowner  
Snow removal on common areas/streets/parking lots – by Community Owner  
Tree trimming and removal on the Home Site – by Homeowner (with permission)  
Tree trimming and removal from common areas – by Community Owner

- ii) The Homeowner will, at their own expense, keep the home and any improvements on the Home Site in a reasonable state of cleanliness, and a good state of repair, fit for habitation and in compliance with applicable health and safety standards required by law and the Community Owner's applicable Rules and Regulations (Schedule "B" to this Agreement). In the event of a breach of this covenant, in addition to the provisions of Section 8 of this Agreement, the Community Owner will have the right to enter the Home Site and to enter any buildings to inspect and make any alterations and repairs as may be necessary for the health and safety of the Homeowner and all others in the Community, including employees of the Community Owner, the costs of which will be reasonably incurred and reimbursed in full by the Homeowner to the Community Owner;
- iii) The Homeowner will not store or place material or items on the Home Site other than within the home itself, with the exception of up to two licensed vehicles, which may only be parked in designated areas on the Home Site. The Homeowner will not use the parking spaces or driveway for repairing vehicles. If the Homeowner does not need the parking spaces on their Home Site, they will not sublet these spaces to others without written permission from the Community Owner.
- iv) The Homeowner agrees not to substantially change the exterior of the home or its location, or make changes to the Home Site without prior written approval of the Community Owner and any governmental agencies having jurisdiction. These changes could include, but are not limited to, digging/excavating, building decks or patios, landscaping, installing fences or privacy barriers; or affixing anything to the exterior of the home, such as awnings, flower containers, satellite dishes, radio antennae, or flag poles.

- v) The Homeowner will not store, handle or bring any contaminants, dangerous goods, or toxic substances to the Home Site or any part of the home or the Community. The Homeowner accepts all responsibility for any damages that may occur as a consequence of a breach of this covenant, and indemnifies the Community Owner from any liability that may result. If there is any legal question relating to these noxious substances, the Homeowner agrees to abide by the recommendation of a qualified expert appointed by the Community Owner. Specifically, oil furnaces and storage tanks for heating oil or other fuels are not permitted on the Home Site.
- vi) In the event of any dispute between neighbouring homeowners or between the Homeowner and the Community Owner about the precise location of the boundaries of the Home Site, the Community Owner will be the final arbiter and any costs, such as surveying, will be borne by the Homeowner seeking resolution.

*Common areas and services*

- i) The Homeowner agrees that the common areas and facilities of the Community are subject to the exclusive control and management of the Community Owner, and the manner in which they are maintained, repaired and operated are at its sole discretion. The Homeowner agrees that they will not use the common areas for any purposes other than those for which they are intended and will not permit their visitors to use the common areas without the permission of the Community Owner. All usage of common areas is to be governed by the Rules and Regulation (Schedule "B"), and the Homeowner agrees that a breach of these Rules may result in the restriction or prohibition of the use of the common areas and facilities by the Homeowner without Total Monthly Amount or maintenance charge abatement or any other financial refund.
- ii) The Homeowner agrees to notify the Community Owner immediately in the event of defect in the water supply system, sewage collection system, other utilities, road network, or any other common areas or facilities that requires urgent attention. In the event of non-emergency repairs that may be needed to the common facilities the Homeowner agrees to notify the Community Owner in writing. In the event of any breakdown in utility systems the Community Owner shall not be liable for any damages, personal discomfort, illness or death that may arise from a failure of utilities; the Community Owner will carry out or facilitate all necessary repairs with reasonable diligence and timeliness.
- iii) The Homeowner agrees that the Community Owner has the right and the responsibility to enter upon the Home Site for the purposes of maintaining and repairing or replacing common facilities such as water and sewer lines, other utility lines, road and walkways, and any other services provided to the Homeowner and other homeowners of the Community. This right may be exercised by the Community Owner, its service people, employees or any outside contractors that may be needed. The Homeowner agrees to execute any documents that may be needed to enable utility providers or the Community Owner itself to maintain services. The Community Owner will repair damage to lawns and driveways caused by works completed as described in this section 9 xi) to the following standard:
- a. A gravel driveway will be restored with a gravel repair;
  - b. An asphalt driveway will be restored with an asphalt repair;
  - c. A concrete driveway that was originally provided by the Community Owner when the home was built will be restored with a concrete repair;
  - d. Any other type of driveway (such as impressed concrete, interlocking brick, or other upgraded materials) will be restored with an asphalt repair;
  - e. All other areas of the Home Site will be restored with topsoil and lawn grass seed.
- iv) The Homeowner will permit the Community Owner to deposit snow on the Home Site to facilitate the normal snow removal operations from common road and walkways. It is the Homeowner's responsibility to ensure road and walkways are clear of cars or other possessions that may interfere with snow removal operations. The Community Owner will not be responsible for any damage to lawns, or to improperly parked vehicles from snow removal operations.

*Insurance, Accidents*

- i) The Homeowner agrees to maintain fire, property damage, and public liability insurance in an amount that a reasonably prudent homeowner would consider adequate, but in an amount no less than one million dollars and including coverage for the cost of disposition and replacement of the home in the event of catastrophic loss. The Community Owner shall be added as an additional insured on the Homeowner's General Liability Policy only. Upon request by the Community Owner, the Homeowner will provide written proof that insurance is in full force and effect. The Homeowner will notify the Community Owner if their insurance is cancelled or terminated for any reason.
- ii) The Homeowner will give the Community Owner prompt written notice of any accident occurring on the Home Site.
- iii) The Homeowner agrees that if the home is destroyed or damaged by fire or any other cause, Total Monthly Amount will not abate but will continue uninterrupted. The Homeowner will make their best efforts to have the damage repaired or the home replaced within one hundred and eighty (180) days from the event. If the damage or reconstruction cannot be accomplished in that time frame, the Homeowner shall apply in writing to the Community Owner for an extension, which will not be unreasonably denied. If no written extension has been received and the home is not repaired or replaced, and the Total Monthly Amount is in default, the Home Site will be deemed to be abandoned and subject to the remedies in Section 8.

*Demolition or replacement of home*

- i) The Homeowner agrees that the demolition, removal, installation or entry of the home from the home site shall only take place at a time and in a manner as previously agreed to in writing by the Community Owner. The Homeowner will reimburse the Community Owner for reasonable out-of-pocket expenses incurred as a result of the construction or demolition of a home and shall ensure that proper construction insurance is in place.
- ii) The Homeowner agrees that upon the termination, abandonment, or cancellation of this Lease Agreement the Homeowner will leave the Home Site in a clean and tidy state. If the Homeowner is required by contract, or other law to vacate the home or Home Site on a certain date and fails to do so in circumstances where the Community Owner becomes liable to a third party, including but not limited to a prospective new homeowner, the Homeowner will indemnify the Community Owner for any damages it suffers, including all legal costs.

**10. COMMUNITY OWNER'S COVENANTS**

The Community Owner agrees to be bound by the following terms and conditions:

- i) To permit the Homeowner quiet enjoyment and possession of the Home Site for all usual purposes of a residential homeowner, subject to the performance of the Homeowner's obligations under this Lease Agreement (it being agreed that, notwithstanding the foregoing, in the event the Community Owner or its construction manager, joint venture partners, contractors, and subcontractors access or enter into the Home Site or surrounding lands to complete work of any kind, the Community Owner shall not be subject to any obligation or liability, nor shall the Tenant have any right to claim any compensation or diminution or abatement of Total Monthly Amount nor that any constructive eviction or breach of any quiet enjoyment contained in this Lease Agreement has occurred as a result of any damages or losses suffered by the Homeowner due to noise, dirt, difficulty of access, inconvenience, nuisance or any other form of damage or disruption to the Homeowner);
- ii) To provide a reasonable supply of water, and sewage disposal for residential purposes to the Home Site;
- iii) To provide services and facilities as agreed to in this Lease Agreement, subject only to amendments in writing by the Community Owner and the Homeowner;

- iv) To maintain and repair all common areas and facilities in a manner that a reasonably prudent property owner would do, where these common areas and facilities are for the general use of the Homeowners of the Community;
- v) To allow suppliers of goods and services to the Homeowner access through the Community to the Home Site. These suppliers must meet the Community Owner's reasonable standards for equipment, procedures, or Health and Safety regulations.
- vi) To comply with the R.T.A. or any other Residential Tenancies laws applicable to this Lease Agreement.

Where the Homeowner believes or alleges the Community Owner is in breach of any of its obligations under this Lease Agreement, the Homeowner agrees to notify the Community Owner in writing of their allegation. The Community Owner will be given a thirty (30) day period from the date of receipt of the written notice to investigate and take any appropriate action. The Homeowner agrees not to commence any actions or legal proceedings until the thirty (30) day period has elapsed.

## SELLING OR SUBLETTING

### 11. SELLING THE HOME

In the event the Homeowner wishes to sell the home to a new homeowner, the Homeowner agrees:

- i) The Homeowner will notify the Community Owner of their intention to terminate the Lease Agreement and a new purchaser signing a new Lease Agreement, or their intention to assign the existing Lease Agreement to a new purchaser;
- ii) The Homeowner will inform prospective purchasers that any offer to purchase the Home on the Home Site must be conditional on the Community Owner consenting to the new homeowner and agreeing to enter into a new or assigned Lease Agreement with them;
- iii) The prospective purchaser will apply to the Community Owner to enter into a new or assigned Lease Agreement for the Home Site, at monthly rates as determined by the Community Owner. These rates may be different from the rates the current Homeowner is paying, in accordance with provisions of the R.T.A.;
- iv) The Community Owner may elect to conduct reasonable due diligence when determining whether to accept the prospective purchaser as a leaseholder, which may include a credit check;
- v) The Homeowner agrees that consent to a new or assigned Lease Agreement may not be granted if the Home Site is in breach of any of the covenants or rules and regulations of this Lease Agreement, including, but not limited to those relating to the appearance and upkeep to the Home and Home Site. The Community Owner reserves the right to refuse consent to a new or assigned Lease Agreement until a Home and Home Site are brought up to an acceptable standard as determined by the Community Owner;
- vi) The vendor Homeowner agrees to pay the Community Owner an administrative and processing fee of two hundred and fifty dollars (\$250), plus HST, (which is subject to change) upon consent to enter into a Lease Agreement with the new homeowner;
- vii) Any other terms that may be agreed between the parties are to be in writing and attached to this Lease Agreement.
- viii) The Community Owner agrees that consent to a new or assigned Lease Agreement will not be unreasonably withheld. The Homeowner agrees that a failure to include these terms and conditions in an agreement of purchase of the home constitutes reasonable grounds to refuse to consent to a new or assigned Lease Agreement.
- ix) In any event, the Community Owner will have a Right of First Refusal to purchase the Home at the price and subject to substantially the same terms and conditions in a bona fide acceptable offer received by the Homeowner for the purchase of the Home. The Community Owner will have 72 business hours within which to exercise the Right of First Refusal in accordance with the R.T.A. The Community Owner agrees that this



Right of First Refusal in its favour will not apply to a sale of the Home and/or Attachments by a Bank under its security. The Community Owner further agrees that the Bank will not be required to abide by any provision in this Lease Agreement relating to any Right of First Refusal.

## 12. SUBLETTING OR ASSIGNING

The Homeowner may assign or sublet the home or homesite subject to written consent of the Community Owner which will not be unreasonably refused. In the event that consent to a sublet is granted, the Homeowner will continue to be bound by all the provisions of this Lease Agreement, including the obligation to make Monthly Payments whether their sublet tenant makes payments or not. Short term rentals (e.g. Airbnb) are prohibited.

The Homeowner agrees to pay the Community Owner an administrative and processing fee of two hundred and fifty dollars (\$250), plus HST (which is subject to change), upon consent to enter into a sublet arrangement or to assign the Lease Agreement.

Without limiting the generality of any other provision of this Lease Agreement, in the event of any assignment of the Lease Agreement the Homeowner shall cause the assignee to execute and deliver to the Homeowner and the Community Owner

- i) an Assignment and Assumption Agreement in form acceptable to the Community Owner,
- ii) the Assumption of Risks, Waiver and Release of Claims, and Indemnity Agreement in the form attached hereto as Schedule "C" and
- iii) the Privacy and Communication of Information form attached hereto as Schedule "E",

and no assignment of the Lease Agreement shall be effective if this paragraph has not been complied with.

## LIABILITY

### 13. LIABILITY LIMITATIONS

The Homeowner shall read and sign Schedule "C" (attached) together with this Lease Agreement.

### 14. LIABILITY FOR HOMEOWNER IMPROVEMENTS

The Homeowner agrees that any improvements, or changes made to the home, or the Home Site are made and remain in perpetuity at the sole risk of the Homeowner. The Community Owner has no responsibility for the maintenance, repair after damage, or replacement of any improvements made by the Homeowner, regardless of the cause of any damage or destruction. This includes but is not limited to situations where the Community Owner enters the Home Site to undertake any maintenance or repair work in accordance with its obligations under this Lease Agreement, the R.T.A., or its warranty obligations as the vendor of a home. The Community Owner in this kind of situation will not have any liability for direct or indirect damage that may occur to improvements or changes made by the Homeowner.

## GENERAL PROVISIONS

### 15. PRIVACY AND COMMUNICATIONS

The Homeowner shall read and sign Schedule "E" (attached) together with this Lease Agreement.

### 16. DEVELOPMENT

The Homeowner understands that the Community Owner may be contemplating developing this property in phases, and consequently may seek approval from the municipality to permit additional development of vacant lands. In addition, the Community Owner may at some future time acquire additional land for development or expansion of the Community

Owner's business. The Homeowner agrees to waive any rights under the Planning Act and the R.T.A. to contest, object or appeal to any regulatory agency against these approvals.

The Homeowner also understands that the Community Owner and/or its construction manager, joint venture partners, builders, developers, contractors, and subcontractors, as well as employees, agents and contractors of the city and the municipality, will be required to access the Home Site or adjoining or surrounding lands from time to time in order to complete or perform work of any kind. In this regard, the Homeowner agrees that the Community Owner, or any of its construction manager, joint venture partners, builders, developers, contractors, and subcontractors, as well as employees, agents and contractors of the city or the municipality, has/have the right to access the Home Site and any adjoining or surrounding lands to complete or perform work of any kind, including but not limited to, making changes to external elevations of the Home Site, the addition or elimination of walkouts and/or lookouts, to perform work with respect to painting, driveway, grading, sodding, landscaping, correction of any grading or surface drainage problems or the completion of any other matter required by the subdivision agreement or other requirements, to complete any outstanding work or to rectify non-compliance with any development requirements, to remedy, complete, or perform any work pursuant to the provisions of the Tarion Warranty Program, move the location of any transformers or utility boxes to their final location as approved by the city, and to install a catch basin, associated leads, and/or drainage swale easements. The Homeowner agrees that the foregoing right of access onto the Home Site and any adjoining or surrounding lands shall be retained and in effect for a period of approximately two (2) years from the date of this Lease, or such longer period as may be required.

The Homeowner agrees not to finish the whole or any part of the basement of the Home Site for a period of twenty-four (24) months after the date of this Lease.

#### **17. COMPLIANCE**

The Homeowner agrees that the failure of the Community Owner to enforce any of the covenants in this Lease Agreement at any time does not amount to a waiver of required compliance with that or any other covenant. The Community Owner has the right at any time to enforce all covenants in this Lease Agreement.

#### **18. NOTICE**

The parties agree and consent that any Notice to be provided to either party for the purposes of this agreement or the RTA may be given by email to the following addresses:

Homeowner: Click or tap here to enter text.

Community Owner: Click or tap here to enter text.

#### **19. SEVERABILITY**

If any term, covenant or condition of this Lease Agreement or its application to any person or circumstance is held to be invalid or unenforceable for some reason, the remainder of the Lease Agreement will not be affected, and the rest of the terms, covenants or conditions will continue to be valid and enforced.

#### **20. OBLIGATIONS JOINT AND SEVERAL**

Everything contained in this Lease Agreement will extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each of the parties. The provisions in this Lease Agreement are to be read with all grammatical and gender changes necessary, and any singular reference to the Homeowner will be deemed to include all Homeowners to this Lease Agreement. All covenants contained in this Lease Agreement shall be deemed to be joint and several obligations.

## 21. AMENDMENTS

The Homeowner agrees that the only valid changes or amendments to this Lease Agreement are those which are in writing.

## 22. LEGISLATION AND RELATED REGULATIONS

The parties acknowledge that the terms of this Lease Agreement may be affected by future legislative changes during the term of the Lease Agreement and any renewals of it. It is agreed that absent legislative provisions to the contrary, the provisions of this agreement will continue in full force and effect unless otherwise amended by written agreement of the parties or as may otherwise be permitted by legislation in effect.

By signing this Lease Agreement, the parties agree that they have read and understood the terms and conditions it contains and agree that any breach may be enforceable in a Court or Tribunal of competent jurisdiction.

(The rest of this page is intentionally blank.)

DRAFT

SIGNED BY THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

Date: \_\_\_\_\_

PARKBRIDGE LIFESTYLE COMMUNITIES INC.

PARKBRIDGE MATTAMY LIMITED PARTNERSHIP, by its  
general partner

PARKBRIDGE MATTAMY GP LIMITED

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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SCHEDULE "A" – HOME SITE PLAN / DESCRIPTION

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## SCHEDULE 'B'

### RULES AND REGULATIONS: GUIDELINES FOR COMMUNITY LIVING

We love our Community and we know you do, too! In order to provide everyone with an enjoyable lifestyle, it is necessary that we all abide by a common set of Rules and Regulations ("Guidelines"). We are all sharing this Community and these Guidelines are intended to be fair and reasonable to you, your neighbours and the people who work here.

Please read this carefully, as these Guidelines are a legal part of your Lease Agreement and are intended to be observed by all Homeowners and Visitors to the Community.

#### COMMUNICATIONS

1. **RESPECTFUL INTERACTIONS** – Parkbridge staff is committed to providing you with an excellent customer experience (see our "I Am Parkbridge Commitment", posted on our web site and in our offices). At the same time, we are responsible for ensuring that our Homeowners, Visitors and employees live and work in a safe and abuse-free environment. Please ensure that you are treating staff and other Homeowners and Visitors in a respectful and courteous manner. No one should have to put up with harassment, foul language, abusive behaviour, or damage to property whether in person or in any form of communication (including social media platforms). Further action will be taken, up to and including termination of this Lease, and appropriate legal action as required, if this kind of behaviour occurs. We are all here to either enjoy our homes, or to do our jobs as best we can: treating each other with respect is the best way to ensure that happens.
2. **SOCIAL MEDIA** – Parkbridge manages social media pages on Facebook, Twitter, Instagram, LinkedIn, Google, and YouTube, and reserves the right to edit or remove postings, in whole or in part, for any reason, including those that:
  - a. Express racist, hateful, sexist, homophobic, discriminatory, slanderous, insulting, or threatening messages;
  - b. Are aggressive, coarse, violent, obscene, or pornographic in tone;
  - c. Are offensive to an individual or an organization, rude in tone, or otherwise abusive;
  - d. Are not sent by the author or are put forward for advertising purposes;
  - e. Are repetitive or spamming of threads; or
  - f. Are in any way contrary to law.

Anyone acting contrary to these rules may be temporarily or permanently excluded from Parkbridge's social media channels and subject to further action according to the Default and Termination section of the Lease. Anyone administering other social media pages or accounts aimed at defaming Parkbridge, its staff, Homeowners, or others are also subject to further action according to the Default and Termination section of the Lease.

3. **COMMUNICATION WITH HOMEOWNERS** - Parkbridge has a policy of communicating with all Homeowners and Visitors directly, rather than through a committee of representatives to address operations-related matters. This allows each Homeowner to freely communicate and address matters that are important specifically to them. Our team is willing, able and available to speak with any of our Homeowners during regular business hours.

#### VISITORS

4. **VISITOR DEFINED.** A Visitor is defined as anyone who does not reside in the Community but is present in the Community. This can include, but is not limited to, family, friends, service workers, delivery people, trades people, anyone invited or hired by you, anyone who "drops by", or anyone else who visits the Community for any reason.

5. **VISITOR ACTIONS.** The Homeowner is responsible for supervising the actions and behaviour of their Visitors, to prevent noise, profanity, messiness, defacement or damage to the Community, or any other actions or inactions that could reasonably be considered to be damaging or a nuisance to other homeowners or the Community Owner.

#### **USE OF STREETS AND PARKING AREAS (as may be applicable)**

6. **SPEED LIMIT.** The Homeowner is responsible for following posted speed limits.
7. **PERMITTED MOTORIZED VEHICLES.** Licenced motorized vehicles only are permitted in the community for transportation purposes. Motorized unlicensed recreational vehicles, including, but not limited to, motorcycles, dirt bikes, all-terrain vehicles (ATV's), snowmobiles or any off-road motorized vehicles are not permitted in the Community.
8. **GOLF CARTS AND OTHER ELECTRIC VEHICLES** – Where or if golf carts are permitted in the Community, please remember that these are powered vehicles and can be dangerous if not handled safely. Golf carts may only be driven by persons 19 or older, or by licensed drivers, with the same regulations as licensed motor vehicles, including insurance coverage. Do not operate a golf cart while under the influence of alcohol. Golf carts are to stay on designated roads and pathways. Golf carts are to be operated safely at all times – do not overcrowd the vehicle (such as doubling up or hanging off the cart), operate at a safe speed and watch for pedestrians, especially children. Golf carts are not to be operated after 1:00 a.m. and may only be used after dark if they are equipped with proper lighting. All rules for Golf Carts also apply to any other motorized electric vehicle, such as electric bicycles or e-bikes, electric scooters, remote control cars, drones, battery operated quads, jeeps, hover boards and similar vehicles.
9. **PARKING.** The Home Site driveway is for the parking of private passenger cars and trucks up to ¾ ton. All other vehicles, including, but not limited to trailers, boats, campers, and recreational vehicles are to be parked outside the Community, or in the RV parking area designated by the Community Owner. No vehicles are to be parked on roadways, particularly overnight. Vehicles left in unauthorized areas may be towed away at the risk and expense of the vehicle's owner. Visitors parking is not meant to be utilized for long term parking or additional Home Site parking.
10. **CAR REPAIRS.** Repairing of vehicles is not permitted in driveways, on streets, or any common areas. Unlicensed or inoperable cars are not permitted in the Community or on the Home Site. Only proper covers can be utilized when covering a vehicle for any length of time.
11. **INDIVIDUAL STREET LIGHTS.** In the case of individual street lights that are located on the home site, the Community Owner will ensure that the light bulbs are changed as needed and that the light functions as designed.

#### **HOME SITE IMPROVEMENTS (as may be applicable)**

12. **APPROVAL.** The Community Owner has the right to approve the location and appearance of any buildings, additions, fixtures, awnings, patios, decks, hot tubs, landscaping, fences, or other changes to the Home Site. Approval is to be requested on an Application to Alter form, obtainable from the Community Owner. Work is not to begin unless and until approval is granted. In the event that the Homeowner does not comply with the approval, or does not complete or maintain the improvement, then the Community Owner, at its sole discretion, may enter the Home Site and restore the Home Site to its original condition.

13. **OIL TANKS AND EQUIPMENT.** The Homeowner agrees that oil furnaces and fuel storage tanks are not permitted on the Home Site. In situations where oil tanks and equipment are already in place on the Home Site, the Homeowner agrees to abide by all the standards for oil tanks as set out by their oil tank service provider. Home Owners with oil tanks shall obtain and continuously maintain insurance which contains "fuel leakage peril" coverage in an amount satisfactory to cover the clean up cost of any spill from the Homeowner's oil storage system and shall provide annually to the Property Manager, a Certificate of Insurance, together with Insurance Company contact information and consent to disclose policy particulars. The Homeowner is required to notify the Property Manager immediately of any accident or spill with their oil tank, or any non-compliance of a tank with Technical Standards & Safety Authority (TSSA) or other similar provincial regulating body standards. Additionally, the homeowner will provide an annual fuel tank inspection report to the Property Manager from a licensed technician.
14. **TREES.** The Homeowner agrees that any trees planted on the Home Site become part of the Home Site, and therefore the property of the Community Owner. The pruning or removal of these trees is to be done by the Homeowner, but only with the Community Owner's approval.
15. **SHEDS.** Sheds are not permitted on Home Sites without express written approval of the Community Owner. A Homeowner wishing to install a shed, needs to submit a completed Application to Alter form and receive approval from the Community Owner prior to start of construction of any shed or structure.
16. **FENCES.** Fences are not permitted on Home Sites without express written approval of the Community Owner. A Homeowner wishing to install a fence, needs to submit a completed Application to Alter form and receive approval from the Community Owner prior to start of construction of any fence. Fences may not exceed 4 feet in height and must be constructed of black chain link
17. **CLOTHESLINES.** Hanging or drying of clothes outside is only permitted with clothes drying devices approved by the Community Owner. Hanging or drying of clothes outside is only permitted on the umbrella style clothes dryer approved by the Community Owner.
18. **TENTS.** No tents or other temporary structures are permitted on the Home Site.
19. **WINDOW COVERINGS.** No sheet plastic, flags, foil, or other like materials are to be used on windows, car ports, porches or awnings, and may be removed by the Community Owner at the Homeowner's expense.
20. **AIR CONDITIONING.** Only central air conditioning units of a type approved by the Community Owner are permitted. Window units are not permitted except as pre-approved with an Application to Alter.
21. **SUPERVISION OF CONSTRUCTION.** Work being done on improvements is to be undertaken in a reasonable manner taking into consideration the disturbance to neighbouring homeowners. Work should take place between 8:00 am and 5:00 pm Monday to Friday, unless the work is of an urgent nature, or there is prior written approval from the Community Owner. Any work being performed by anyone other than the Homeowner is to be supervised by the Homeowner, who is to be on site as the work is being done. The Community Owner reserves the right to supervise and direct the tradespeople of the Homeowner if it deems it to be necessary, and the Homeowner will reimburse the Community Owner any reasonable costs incurred as a result. Any trades people or contractors doing any work within the Community must be able to provide proof of WSIB coverage and \$2 million in liability insurance.



## PETS

22. **PETS PERMITTED.** Pets are permitted on the Home Site, in accordance with municipal bylaws.
23. **CONTROL.** Pets are to be kept under the Homeowner's or Visitor's control at all times. When a dog is being walked, it must be on a fixed leash that is less than 2 meters in length. When a pet is on the Home Site outside of the home itself, it must be on a leash accompanied by a handler. Pets may not be left alone outside tied, tethered or chained. Any Homeowner whose pet is found to be contributing to an unacceptable noise level, or which is displaying behaviour that endangers or infringes on the rights of others will be given notice to remove the animal from the Community.
24. **HEALTH.** All pets must be tagged, have proper shots, and comply with local bylaws.
25. **MESS.** The Homeowner must care properly for their pet and must clean up any mess or repair any damage that has occurred as a result of activities of the animal.
26. **SERVICE ANIMALS.** Seeing-eye dogs or other animals intended to provide special aid to a Homeowner will not be deemed a pet, but must still comply with these rules. Written approval for a service animal must be obtained prior to bringing it into the Community.
27. **INFORMATION.** Verification of issues concerning a pet may be requested by the Community Owner at any time and it is the Homeowner's responsibility to supply this information immediately. This could include, but is not limited to, verification of vaccination, health of the animal, past behaviour concerns, breed of animal, or any other information the Community Owner deems relevant.
28. **DEFAULT REGARDING PETS.** Decisions regarding pets will be made by the Community Owner in its sole discretion. The Homeowner will take action if the behaviour of their pet infringes on the rights of others. In the event the pet constitutes a danger or public nuisance, the Community Owner reserves the right to remove the pet from the Community immediately. Any charges incurred by the Community Owner as a result of damages by a Homeowner's pet will be charged back to the Homeowner and immediately deemed payable as additional rent.
29. **MUNICIPAL ANIMAL CONTROL.** The Community Manager has given permission to the municipality to strictly enforce regulations relating to animals.

## COMMON AREAS (AS MAY BE APPLICABLE)

30. **PONDS.** The Homeowner acknowledges that the ponds located in the Community are not intended for swimming or any other recreational use, and that the Community Owner does not provide lifeguards or safety equipment for the ponds. The Homeowner will take all reasonable precautions in and around the ponds to minimize any risk to health and safety. Use of the ponds by the Homeowner, their Visitors or their Pets is against the advice of the Community Owner and solely at the risk of the Homeowner.
31. **RECREATION FACILITIES.** Any clubhouse and other common areas and recreational facilities are for the use of the homeowners. Visitors will be permitted only while accompanied by the Homeowner who invited them, who is responsible for them. The Homeowner agrees that the Community Owner assumes no liability directly or indirectly for the use of exercise equipment, or recreational facilities in general, by the Homeowner or their Visitors. No one under the age of eighteen (18) is permitted to use the recreational facilities, especially a Clubhouse, unless accompanied and supervised by the Homeowner.

32. **CLUBHOUSE.** A Clubhouse is intended for the use of all homeowners first and foremost and is only available for private functions if the function does not interfere with its use as a Community facility. No goods or services may be sold for profit, nor may any activity that could reasonably be called a business be conducted in the Clubhouse or on the common grounds without prior written permission from the Community Owner. All Homeowners must sign a release and waiver form and obtain sufficient third-party general liability insurance prior to using the Clubhouse for a private function. If alcohol is to be served at a private function, users must obtain a valid permit and follow all legally required procedures. Pets, with the exception of service animals, are not permitted in the Clubhouse. The hours of operation are as posted by the Community Owner.
33. **EXERCISE ROOM.** Proper exercise clothing is required in an exercise room. Clean, indoor athletic shoes are to be worn at all times while in the room. Benches, mats and equipment are to be wiped off with a towel after each use as required. No food or drinks other than rehydration liquids are permitted in the exercise room.
34. **POOL.** The Homeowner acknowledges that children under the age of 18 are only allowed in any pool and change rooms during hours as posted at the pool and must be accompanied by the Homeowner. Children must be toilet trained; the use of diapers in the pool is not permitted. All other posted rules relating to the use of the pool apply equally to children.
35. **ALCOHOL, TOBACCO AND CANNABIS** - Alcohol, Tobacco (which here includes all tobacco products as well as e-cigarettes or vapes), and cannabis products (where use is permitted or regulated by municipal, provincial, or federal law) may be consumed on the Home Site only. Parents are reminded that only people aged 19 and older may consume alcohol, tobacco and cannabis in the Community and that they are responsible for their children's activities. The use of alcohol, tobacco and cannabis is not permitted in public areas of the Community. Where designated smoking areas do exist, they are restricted to tobacco only. When using tobacco and cannabis on your Home Site we ask that you be respectful of your neighbours, particularly where children or others may be exposed to second hand smoke. Please remember that your neighbours are entitled to quiet enjoyment of their Home Site. Please remember to dispose of lit cigarettes and butts in a safe and hygienic manner, to minimize the danger of fires or of accidental ingestion by small children or pets.
36. **DISTRIBUTION OF CONTROLLED SUBSTANCES** - Homeowners will not produce, grow, cultivate, harvest or trade in any legal controlled substances, including Alcohol, Tobacco, or Cannabis, including on common areas and individual Home Sites. These substances may be brought into the Community for the personal use of the Homeowner, on the Homeowner's Home Site only. Illegal substances are strictly prohibited from the Community under any circumstances.

## COMMERCIAL ACTIVITY

37. **SOLICITING.** Selling activity, door-to-door canvassing or collecting, distributing flyers or advertising, or any other soliciting activity is not permitted in the Community by the Homeowner or by anyone else without prior written permission of the Community Owner. The Homeowners' Association or related organizations may distribute Community related material.
38. **SIGNAGE.** No advertising signs are permitted in the Community except for election signs, "For Sale" signs advertising the sale of the home and building contractor signs only during a period of renovation. Signs are to be of reasonable size and the appearance and location of the sign are subject to the approval of the Community Owner.

39. **SALE OF HOME.** In the event of a home sale, the Community Owner will have a Right of First Refusal to purchase the Home at the price and subject to substantially the same terms and conditions in a bona fide acceptable offer received by the Homeowner for the purchase of the Home. The Community Owner will have 72 business hours within which to exercise the Right of First Refusal in accordance with the R.T.A.

#### **GARBAGE**

40. **GARBAGE DISPOSAL.** All garbage is to be properly stored out of sight until collection day in containers that will prevent nuisance animals from scattering it around. Composting is not permitted on the Home Site without the prior written permission of the Community Owner. The Homeowner will not allow litter, debris, or any unsightly accumulations on the Home Site. Garbage collection will be as directed by the Community Owner.

#### **GENERAL**

41. **FIRES.** Open fires, fireworks, or firearms are not permitted on the Home Site or on Common Areas without the express written approval of the Community Owner.
42. **NUISANCE ANIMALS.** Feeding of wildlife is not permitted; specifically, seagulls, raccoons, wild or feral cats, or any other animal that could become a nuisance.
43. **QUIET ENJOYMENT.** The Homeowners will ensure they and their guests conduct themselves at all times in ways that do not infringe on the right of their neighbours to quiet enjoyment of their homes and lifestyles.
44. **GOVERNMENT REGULATIONS.** Any infraction within the Community by the Homeowner or their Visitors of any laws, statutes or regulations of any level of government having jurisdiction will constitute a breach of this Lease Agreement.
45. **AMENDMENTS.** The Homeowner agrees that these Guidelines may be changed, updated or added to by the Community Owner upon notice to the Homeowner.

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**SCHEDULE "C"**

**ASSUMPTION OF RISKS, WAIVER AND  
RELEASE OF CLAIMS, AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY**

Definitions: In this Agreement, "activities" shall, without limitation, include all activities in any way associated with or related to water sports, recreational vehicle camping, hiking, fishing and any recreational activities offered by Parkbridge Lifestyle Communities Inc. or any of its volunteer or community associations ("Parkbridge"), including training and instruction, as well as play structures, picnic areas, fields, sports fields, beaches, lakes, man-made lakes, swimming pools, parks, trails, walking paths, roads, grounds and parking lots.

In this Agreement, "property" shall, without limitation, include any premises, lands, buildings, facilities, play structures, fields, sports fields, beaches, lakes, man-made lakes, swimming pools, parks, trails, walking paths, roads, grounds and parking lots, and equipment owned or leased by Parkbridge.

I am aware that the property and the activities involve many RISKS AND DANGERS. I understand that known and unknown risks and dangers associated with my own or my visitors' use and enjoyment of the property and participation in any of the activities may result in personal injury, death, property damage or loss, which risks include, but are not limited to, accidents which may occur involving water sports, swimming, camping, domestic or wild animals, winds, equipment failure, hypothermia, negligence of other activity participants, holes in the ground, tree branches and debris. I understand as well that personal injury, death, property damage or loss may be caused or contributed to by the NEGLIGENCE OR CARELESSNESS of others, including Parkbridge.

In consideration of Parkbridge allowing my own and my visitors' entry onto its premises, our use and enjoyment of certain of its property, and our participation in the activities, I agree, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that:

1. I ASSUME AND ACCEPT, WITHOUT LIMITATION, ALL RISKS AND DANGERS associated with my use or my visitors' use and enjoyment of the property and participation in any of the activities.
2. I ASSUME FULL RESPONSIBILITY for understanding and following the rules and safe practices associated with the use and enjoyment of the property, participation in any of the activities, and for my own and my visitors' personal safety.
3. I WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Parkbridge and its directors, officers, employees, agents and representatives (all of whom are collectively referred to elsewhere in this document as "Parkbridge Lifestyle Communities Inc." or "Parkbridge") arising from or connected, directly or indirectly, with my own or my visitors' presence at, or use and enjoyment of, Parkbridge's property, and our presence at, or participation in, any of the activities.
4. I RELEASE Parkbridge from any and all liability for any loss, damage, injury or expense that I, or my next of kin, may suffer or incur by reason of my own or my visitors' presence at, or use and enjoyment of, the property, and our presence at, or participation in, any of the activities, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION ON THE PART OF PARKBRIDGE, OR OTHER PARTICIPANTS, OR ANYONE ELSE.

5. I WILL INDEMNIFY AND HOLD HARMLESS Parkbridge from any and all liability for loss, damage, injury or expense suffered or incurred by me or anyone else, including my visitors, in connection with my own or my visitors' presence at, or use and enjoyment of, the property, and our presence at, or participation in, any of the activities.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I ACKNOWLEDGE I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY PARKBRIDGE WITH RESPECT TO THE SAFETY OF THE PROPERTY OR PARTICIPATING IN ANY ACTIVITY OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

I UNDERSTAND THAT PARKBRIDGE IS RELYING ON MY FULL RELEASE AND WAIVER OF ALL CLAIMS WHEN PERMITTING MY USE AND ENJOYMENT OF THE PROPERTY AND MY PARTICIPATION IN ANY OF THE ACTIVITIES.

Signed:

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Homeowner)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Homeowner)

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## SCHEDULE "D"

### MAINTENANCE CHARGES

The Community Owner's Maintenance Charges, as referred to in Section 6 of the Lease Agreement include, but are not limited to:

- 1) Public liability and property damage insurance;
- 2) Snow removal and general winter maintenance of common areas, including streets, common parking areas, and common walkways;
- 3) Maintaining, cleaning, striping, patching, and general upkeep of streets, common parking lots and common walkways;
- 4) Grass cutting and general lawn and landscaping maintenance of common areas;
- 5) Tree maintenance, including pruning, cutting and replacing trees on common areas;
- 6) Maintenance and upkeep of the swimming pool, and all other recreational amenities;
- 7) All wages, employee benefits, offices, vehicles, equipment and overhead expenses related to the operation of the Community;
- 8) All property taxes and any other government assessments related to the common areas and facilities of the Community;
- 9) Maintenance and upkeep of storm water management and drainage works;
- 10) Any other costs related to the proper repair and upkeep of the Community, including, but not limited to the hiring of outside contractors and consultants to complete any of the work;
- 11) Any legal fees incurred by the Community Owner in the operation of the Community.
- 12) An administrative and supervisory fee equal to fifteen percent (15%) of all Maintenance costs.

Items of a capital nature not included in the Maintenance Charges will be recovered in accordance with the R.T.A., which provides procedures and time periods for such recoveries. Examples of capital expenditures include, but are not limited to, repaving of streets, replacement of services such as water supply systems, sewage collection disposal systems, common area refurbishments (re-roofing or re-siding buildings, updating facilities, or similar projects), drainage projects, or any other item of a capital nature as defined under the R.T.A.

**SCHEDULE "E"**

**PRIVACY AND COMMUNICATION OF INFORMATION**

The Homeowner agrees that the Community Owner can collect, use and disclose the Homeowner's personal information when reasonably necessary to fulfill the purposes of the Lease Agreement and to communicate with the Homeowner. For example, the Community Owner will use the Homeowner's personal information to:

- a) Communicate with the Homeowner in respect of the Lease;
- b) Collect any debt owed by the Homeowner to the Community Owner in connection with the Lease such as recording the debt with a credit agency or credit bureau, obtaining a credit report, terminating this Lease, or transferring personal information about the debt to a database of Homeowner information that will be made available to the Community Owner, its agents or to prospective Community purchasers and/or lenders;
- c) Communicate with the Homeowner in respect of any other properties or services offered by the Community Owner.

The Homeowner agrees that the Community Owner may use a service provider outside Canada to collect the Homeowner's personal information. Information about the Community Owner's policies and practices that relate to service providers outside Canada is available in Parkbridge's Privacy Policy, which can be found at [www.parkbridge.com](http://www.parkbridge.com).

The Homeowner agrees that the Community Owner can contact the Homeowner by commercial electronic messages in order to share information with the Homeowner and to establish and manage the Community Owner's relationship with the Homeowner. The Community Owner can communicate with the Homeowner by electronic messages (check the applicable boxes):

- If there is an emergency that affects a Home Site on which the Home is located (such as a storm, flooding, fire, power outage, water quality problem);
- To give the Homeowner information about the Community (such as a newsletter or event announcement); or
- To give the Homeowner general information and offers about the Community Owner's other properties or services.

The Homeowner understands that this consent can be withdrawn at any time.

Signed:

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Homeowner)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Homeowner)