

Agreement in Principle - (with Schedule F) Purchase and Sale of 6-50 Gracefield

Lane - St. James By-The-Bay Village, Belleville, Ontario

Whereas the Estate of Lois Pohlman (the "**Owner**") is the present Owner of the Right to Occupy Agreement with St. James By-The-Bay Village for 6-50 Gracefield Lane at St. James By-The-Bay Village ("**Unit 6**");

And whereas INSERT NAME and INSERT NAME of the municipality of _____, Ontario (the "**Purchasers**") wish to enter into a Right to Occupy Agreement for **Unit 6**;

And whereas the **Owner** has agreed to the sale of their interest in **Unit 6** and has requested that St. James By-The-Bay Village facilitate this matter;

The parties hereto have agreed as follows:

The **Purchasers** will enter into a Right to Occupy Agreement (the "**RTO Agreement**"), in the form attached hereto as Schedule A, with St. James By-The-Bay Village for the purchase of **Unit 6** for the amount of xxx Hundred and xxxxxxxx Thousand xxxx Hundred Dollars (\$xxx,xxx.00) - (the "**Purchase Price**").

IRREVOCABILITY: this offer is irrevocable by _____ until _____ on the _____ day of _____ 2025, after which time, if not accepted by the Seller/Owner, this offer shall be null and void, and the deposit returned to the Buyer in full without interest.

The **Purchase Price** is to be paid as follows:

\$ xxx - deposit to be paid on execution of this agreement (**the "Deposit"**);

\$ xxx,xxx - the balance of the **Purchase Price**, is to be paid upon the signing of the **RTO Agreement**.

The **Purchase Price** includes the following chattels associated with **Unit 6**:

All window coverings

Refrigerator, stove, microwave, dishwasher, washer, dryer.

Upon the closing of this transaction on xxx , 2025 St. James By-The-Bay Village will enter into a **RTO Agreement** with the **Purchasers** under the terms set out above. All funds received from the **Purchasers** hereunder will be received in trust by St. James By- The-Bay Village's solicitor- O'Flynn Weese - and will be disbursed as follows:

\$1,000 plus HST to St. James By-The-Bay Village, being the amount due to St. James By-The-Bay Village by the **Owner** as agreed to facilitate this transaction;

Balance of the funds to the **Owner**.

The **Purchasers** are purchasing **Unit 6** on an as-is, where-is condition.

In the event the **Purchasers** do not sign the **RTO Agreement** and complete payment of the **Purchase Price** in accordance with the terms and conditions expressed in this Agreement, the Purchasers will forfeit the **Deposit** to the **Owner** and be subject to all other legal remedies available to the **Owner** for breach of this Agreement.

St. James By-The-Bay Village will provide the Purchasers with an appropriate certificate or equivalent from the City of Belleville evidencing the payment of realty taxes for the 2025 taxation year associated with **Unit 6** prior to the closing of this transaction.

St. James By-The-Bay Village will provide the Purchasers with Acknowledgement of Sale certificate - in the form attached as Schedule B - from the secured lender for the project, KPR Group Inc. confirming their Non-Disturbance Agreement for the resale of **Unit 6**.

St. James By-The-Bay Village will contact its solicitor, Ms. Kirsten Musgrove of O'Flynn Weese LLP to arrange for the proper documentation to facilitate the closing of this transaction.

Signed and witnessed this ____th day of xxxx, 2025

The Purchasers:

Witness

Witness

The Owner:

Estate of Lois Pohlman

Witness

The Owner:

Estate of Lois Pohlman

Witness

St. James By-The-Bay Village:

Per: _____

President

I have the authority to bind the Corporation

ST. JAMES BY-THE-BAY VILLAGE

RIGHT TO OCCUPY AGREEMENT

B E T W E E N: St. James By-The-Bay Village
a not for profit Corporation incorporated under
The laws of Canada
(hereinafter referred to as the “Village”)

AND

of the City of _____, in the county of _____,
(hereinafter referred to as the “Purchaser”)

BACKGROUND

The Village is a not for profit community based corporation created to develop and maintain a Right to Occupy ownership model, adult lifestyle residential community, promoting wellness and the ability to age in place in the City of Belleville, Ontario (the “Project”).

The Village is in the process of developing and constructing the Project, which will consist of approximately 200 residential units (the “Residences”) and various amenities to be known as St. James By-The-Bay Village, on the property described in Schedule “A” attached to this Agreement. The Project is designed for ageing in place to enable its residents to live independently in their own home as long as possible and to make available additional user-pay services if and when needed by residents. The Project will be developed in phases.

The Purchaser has agreed to purchase the right to occupy and the right to the net equity in one of the Residences in Phase 1, pursuant to a Right to Occupy Purchase Agreement (the “Purchase Agreement”) a copy of which is attached as Schedule “B” and forms part of this agreement;

In consideration of the payments and the various rights and responsibilities outlined in this Agreement, the parties agree as follows:

The Residence

1. The Village has used its best efforts to construct, in accordance with the plans and specifications attached to the Purchase Agreement, the Purchaser’s home, being identified as Residence # _____ Phase # _____ (the “Residence”) along with the options and modifications chosen by the Purchaser and specified and described in Schedule “C” - Options and Modifications attached to this Agreement.

2. The Purchaser agrees to purchase from the Village and the Village agrees to grant to the Purchaser the exclusive right to use, occupy and enjoy the Residence during the Term and the right to the net proceeds of sale after termination, for the purchase price of _____ Dollars (\$) _____) (the "Right to Occupy Cost"), payable in accordance with the terms of the Purchase Agreement.
3. The Purchaser will have the non-exclusive right to the use of the areas designated by the Village as common areas, facilities and amenities, sharing in their use with other residents and guests for the purposes for which the Village intends them. The Village reserves the right to make and the Purchaser agrees to comply with such reasonable rules relating to the amenities as may be required in its opinion to ensure the health, safety and enjoyment of the residents.
4. The Village will be entitled to make minor changes, improvements or alterations in plans and specifications for the Residence and common areas as the Village in its absolute discretion may deem necessary or desirable, so long as the changes do not materially affect the substance or quality of those elements.

Monthly Maintenance Fees

5. The Purchaser will pay to the Village monthly, in advance, a Monthly Maintenance Fee in an amount set by the Village commencing on the date of possession and thereafter on the 1st day of each and every calendar month until the termination of this agreement.

The Monthly Maintenance Fee is to include, but not be limited to, the following:

- a) Costs of operation, maintaining, repairing and managing the Project, the common areas, the amenities and facilities, as well as the parking areas, such costs including, but not limited to, exterior window cleaning, snow and garbage removal, sewer, hydro and water for common areas, insurance, outside and structural Residence maintenance, maintenance of Residence heating, ventilation and air-conditioning equipment, landscaping, ground maintenance, equipment costs, equipment replacement reserves, major capital repairs and major capital repair reserves;

- b) Costs of providing basic services for the residents, including amenity space costs, Residence security services, reception, membership in wellness programs, library, activity and program co-ordination costs and the management structure necessary to facilitate a full range of personal and support services on a fee for service basis.
- c) For the calendar year ending December 31, 200 , or any portion thereof, the estimated Monthly Maintenance Fee for the Residence is _____ Dollars (\$ _____).
6. Services on a fee for service basis, to be contracted and paid separately by the Purchaser, might include items such as assistance for personal care, housekeeping, medication and injection assistance, monitoring of specific health concerns like blood sugar levels or blood pressure, meal packages, assistance with shopping, homemaking etc.
7. Municipal taxes, individually metered hydro, gas and water, communication/entertainment services such as cable, telephone etc. will be separate and in addition to the Monthly Maintenance Fee.
8. The amount of Monthly Maintenance Fees will change from time to time to reflect changes in the cost of providing the services, regulatory changes and the requirements of the Purchasers. The Village will ensure that there is reasonable notice and explanation for the proposed changes prior to the implementation of any change in fees.

The Term and Right to Equity

9. The term of this Agreement (the "Term") commences on the Date of Possession and is for the lifetime of the Purchaser or if there are two Purchasers, the life of the survivor. The Purchaser or the Purchaser's estate is entitled to the proceeds of the resale of the right to occupy the Residence (the "Purchaser's Equity"), after deducting any costs incurred and charges levied by the Village for the processing of the transaction and any outstanding obligations of the Purchaser under this Agreement. Current procedures to be followed for the resale of Purchaser's Residence are outlined in "Procedure for Resale of Right to Occupy Residences" attached to this Agreement as Schedule "D". The Village reserves the right to make reasonable changes to the procedure from time to time to reflect changes in circumstances. Changes in procedures will not affect the Purchaser's right to receive the Purchaser's Equity.

10. When the sale closes with the new Purchaser this Agreement will terminate and a new Right to Occupy Agreement will be concluded between the Village and the new Purchaser for the Residence.
11. The Village will be the registered owner of the Project, and will hold the title subject to the terms and conditions of this Agreement. The Village will not transfer title or encumber the title in any way that may materially affect the rights of the Purchaser. The Purchaser agrees not to register this Agreement against title to the lands upon which the building is constructed, without the Village's consent, which consent will not be unreasonably withheld. The Village may require as a condition to granting consent to registration that the Purchaser execute a surrender of lease to be held by the Village pending termination as described in this Agreement. The Purchaser acknowledges that in the event that any current or future taxes or governmental charges apply to this transaction and the rights conferred by this Agreement, whether or not it is registered, those taxes or charges are the Purchaser's sole responsibility.

The Purchaser will only be able to sell their rights hereunder in accordance with the provisions of this Agreement. The Purchaser will not otherwise sell, grant, transfer or assign this Agreement or any rights to it to any person other than the Village.

12. The Purchaser will use the Residence for residential purposes only, and only the Purchaser will occupy the Residence. The Village may grant permission for temporary occupancy by others, as it determines appropriate. The Residence may not be sublet.

Insurance

13. The Village will insure the basic structure of the Residence and the common areas of the Project against loss by fire and other casualty. The Village will also maintain adequate liability insurance.
14. The Purchaser will be responsible for insuring their contents and improvements, and third party liability insurance for the Residence.
15. The Village will not be liable for injury or death arising from or out of, any occurrence in, upon at or relating to the Village's lands or the Residence, or damage to the property of the Purchaser or others; nor will the Village be responsible for any injury or loss or damage to the Purchaser, or any property of the Purchaser from any cause whatsoever, whether or not any

such acts, damage, injury, loss or death results from the negligence of the Village, its agents, servants, employees or any other party for whom the Village is, in law, responsible.

16. All property of the Purchaser kept or stored at the Residence or elsewhere in the building will be at the sole risk of the Purchaser and the Purchaser will hold the Village harmless from and against any claims arising out of damages and loss to the same, including subrogation claims by the Purchaser insurers. Notwithstanding the above, the Purchaser shall not keep nor store any dangerous goods.

Maintenance and Repairs

17. The Purchaser will keep the Residence clean and well maintained and will not modify it in any way, without the Village's written consent. Notwithstanding this general restriction, non-structural interior decorating and carpeting are permitted.
18. The Purchaser will comply with the provisions of any applicable laws and regulations, including but not limited to, the requirements of all federal, provincial or municipal laws, by-laws and regulations now or in the future in force, which relate to the Project, the Residence or their use.
19. The Purchaser grants access to the Residence to the Village, its servants, employees or agents and prospective purchasers at reasonable times, upon reasonable notice, during daylight hours, and at all times in case of emergency.
20. The Purchaser will not do, or omit to do, or permit to be done, anything in respect of the Residence or common areas, which results in a nuisance or menace to the Village or to any other residents of other dwellings within the community.
21. The Purchaser will, in relation to the Residence, be responsible for paying installation costs, the monthly maintenance fee and charges for hydro, gas, water, telephone, cable T.V. and all other metered or directly billable services which may be available and subscribed to by the Purchaser.

22. The Village will, subject to the terms and conditions outlined in this Agreement, remain the owner and manager of the Project and of the Residence.
23. The Village will have exclusive control and management of the common areas, facilities and amenities.
24. The Village will maintain and repair, when necessary, the Residence structural components, its mechanical, electrical and plumbing systems and any appliances supplied by the Village. The costs of such repairs will be borne directly by the Purchaser, if the Purchaser or their guests have caused the damage, otherwise these costs will be part of the monthly maintenance charges shared by all residents.
25. The Village will report, on an annual basis, to the Purchaser with respect to the management of the residences and the provision of common areas, facilities and amenities.

Dispute Resolution

26. Village and Purchaser agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

In the event the parties agree to arbitration, the arbitration shall be governed by the provisions of the *Arbitrations Act*, 1991, S.O.c.17.

Nature and Control of the Village

27. The Village is a Not For Profit (corporation without share capital) incorporated under the laws of Canada, which has as its sole purpose to develop, own and manage the Project. The membership and directors of the Village will be controlled by the Developer for the benefit of the Purchasers until all Residences are sold and all purchase money and construction financing are paid or for twenty-one years less a day from Closing, whichever is the sooner (the "Turnover Date").

28. On the Turnover Date, the Developer through its control of the board of directors will approve all Purchasers as members of the Village (one voting member per Residence) in accordance with the By-Laws of the Village. After the Turnover Date, the Purchasers will therefore collectively control the Village, which will continue to own and be responsible for the management of the Project.

General

29. Notice may be given to the Village at:

Notice may be given to the Purchaser at:

In both instances, notice will be deemed effective on the date that the notice is delivered personally or by electronic means or three (3) days after mailing, if mailed.

30. This Agreement will not be changed or modified except by a written document, signed by both the Purchaser and the Village.
31. This Agreement and every term herein contained will be binding upon the Purchaser and their respective heirs, estate trustees and administrators.

Where there are two Purchasers bound by the same terms herein contained, their obligations will be joint and several.

32. If any clause or section of this Agreement is determined to be illegal or unenforceable, then that clause or section will be considered separate or severable from this Agreement and the remaining provisions of this Agreement will be binding upon the Purchaser and the Village.
33. The Purchaser acknowledges that in the interest of providing a pleasant living environment and good fellowship among the residents, the rules and regulations as initially developed by the Village and set out in Schedule

“E” will be adhered to. Rules and regulations will be changed from time to time as circumstances and residents’ wishes change.

34. A Purchaser Advisory Council will be formed and all Purchasers will be deemed to be members regardless of participation. The Village will conduct meetings with an annual meeting being the minimum allowable. Items for the agenda will be solicited from members at least one month prior to the calling of a meeting. Such matters as additions or removal of services, changes in fees and changes in procedures for resale will be discussed. Access to the Executive Director or manager responsible for the Project will be during regular business hours except in emergencies.

35. In the event that the Planning Act of Ontario applies and this transaction is not exempted from part lot control, this agreement will be deemed to be for twenty-one years less a day.

Signed and witnessed by the parties this _____ day of _____, 200 .

SIGNED, SEALED AND DELIVERED)

In the presence of)

Witness)

Purchaser)

Witness)

Purchaser)

ST. JAMES BY-THE-BAY VILLAGE

Per: _____

I have authority to bind the Corporation.

ST. JAMES BY-THE-BAY VILLAGE

RIGHT TO OCCUPY AGREEMENT SCHEDULES

Schedule "A" - Legal Description of Property

Schedule "B" - Right to Occupy Purchase Agreement

Schedule "C" - Options and Modifications

Schedule "D" - Procedure for Resale of Right to Occupy Residences

Schedule "E" - Rules and Regulations

Schedule "A" - Legal Description of Property

St. James By-The-Bay Village is being constructed on lands owned by St. James By-The-Bay Village, a federally incorporated, not for profit corporation. These land are described as:

Part of Lots 33 & 34, Broken Front Concession,
Township of Sidney, now City of Belleville, County of Hastings
being Parts 1, 2, 3, 4, 5 and 6 of 21R-20772 and Parts 1, 2, 3 and 4 of 21R-20897

Schedule "B" - Right to Occupy Purchase Agreement

Schedule "C" - Options and Modifications

Schedule "D" - Procedure for Resale of Right to Occupy Residences

A Purchaser or their estate may sell their interest in the Residence at any time subject to the following terms and conditions. At the time of the closing of the sale, the Purchaser's Right to Occupy Agreement is terminated, a new Right to Occupy Agreement is completed with the buyer, and the Purchaser is entitled to the net proceeds of the sale.

When a Purchaser wishes to sell their interest in the Residence at St. James By-The-Bay Village they should follow the steps outlined below:

1. Determine the price at which they are willing to sell their Residence.
2. Determine whether they wish to sell their Residence by listing with a licensed real estate broker ("MLS Option") or whether they wish to sell their Residence with the assistance of the St. James By-The-Bay Village corporation ("SJBTB Option").
3. If selling via the MLS Option the Purchaser is responsible for all arrangements related to the showing of their Residence and must ensure that the listing broker abides by all terms of the Right to Occupy Agreement during the term of the listing agreement.
4. If selling via the SJBTB Option, arrangements for the showing of the Purchaser's Residence will be coordinated by St. James By-The-Bay Village with the Purchaser.
5. Whether selling via the MLS or SJBTB option, it is important to ensure that all potential buyers are familiar with the Rules and Regulations that form part of the Right to Occupy Agreement.
6. Prior to finalizing the sale of their Residence, the Purchaser must ensure that the Board of St. James By-The-Bay Village has approved the proposed buyer for membership into the St. James By-The-Bay Village corporation. Such approval will be based on a determination that the proposed buyer is aware of the nature of the community at St. James By-The-Bay Village and has agreed to abide by the terms of the standard Right To Occupy Agreement in place at the time of their purchase. Approval of the Board will not be unreasonably withheld.
7. If the sale of the Residence is processed via the SJBTB Option, St. James By-The-Bay Village will be entitled to a processing fee equal to 3% of the sale price. This fee will be deducted from the proceeds of the sale along with any other amounts owing by the Purchaser to St. James By-The-Bay Village at the time of closing of the sale (the "Purchaser's Equity"). The Purchaser's Equity will be paid directly to the Purchaser by St. James By-The-Bay Village, at the time of closing of the sale, upon confirmation of receipt of funds from the buyer by St. James By-The-Bay

Village's lawyer. All funds will be held in trust for the Purchaser and not released to St. James By-The-Bay Village.

8. If the sale of the Residence is processed via the MLS Option, St. James By-The-Bay Village will be entitled to a \$1,000 processing fee to cover its costs associated with the issuance of the new Right To Occupy Agreement with the new resident. This fee will be deducted from the proceeds of the sale along with any other amounts owing by the Purchaser to St. James By-The-Bay Village at the time of closing of the sale (the "Purchaser's MLS Equity"). The Purchaser's MLS Equity will be paid to the Purchaser by St. James By-The-Bay Village, at the time of closing of the sale, upon confirmation of receipt of funds from the buyer by St. James By-The-Bay Village's lawyer. All funds will be held in trust for the Purchaser and not released to St. James By-The-Bay Village.
9. St. James By-The-Bay Village will not be responsible for the payment or deduction of any fees due by the Purchaser to their agent under the MLS Option. Such fee arrangements must be dealt with by the Purchaser subsequent to payment by St. James By-The-Bay Village to the Purchaser of the Purchaser's MLS Equity.
10. All filing and/or registration fees will be the responsibility of the Purchaser.
11. All utility and municipal tax account balances will be subject to the normal closing adjustments as set out in a standard real estate purchase and sale transaction.

Schedule "E" - Rules and Regulations

Schedule F Agreement of Purchase and Sale

Form 105

for use in the Province of Ontario

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

BUYER:, and

SELLER: The Estate of Lois Pohlman

for the property known as 6-50 Gracefield Lane Belleville

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

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, S.O.2000,c.17

The parties agree that the keys to the property shall be left in a lock box at the property and the code to the same is to be provided to the Buyer's lawyer in escrow pending closing of this transaction.

In accordance with the Federal Privacy Act (PIPEDA) the Buyer and Seller hereby consent and agree to permit the Listing & Selling Brokerage to distribute and use sale related information regarding the subject property on marketing materials, newsprint, website, and social media which may include the property address, list price, sale price, number of offers and photos.

The Buyer acknowledges that The Bank of Nova Scotia Trust Company and /or the Estate of Lois Pohlman make no representations and/or warranties with respect to the state of repair of the premises, appliances and other inclusions and the Buyer accepts the property, the buildings/structures, appliances and other inclusions thereon in their Present state and in an "as is" condition.

The Buyer warrants and represents that they are not an employee, officer, director nor a member of such person's immediate family of THE BANK OF NOVA SCOTIA or any affiliate thereof, or acting on behalf of any such person.

The Buyer warrants and represents that they are an individual- or entity considered AT ARM'S LENGTH from the Testator, the Executor and /or The Estate nor a member of such Person's immediate family.

The Seller will not accept and review any offers that the acceptance date has expired.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

ST. JAMES BY-THE-BAY VILLAGE

RULES AND REGULATIONS

In the interest of providing good relations among neighbours and to help preserve the Adult Lifestyle Characteristics deemed important to the St. James By-The-Bay Village residents, the following rules and regulations have been agreed to by all Purchasers and shall be observed by the Purchasers and any other person occupying a home with the Purchaser's approval, including family, guests, visitors, servants, workmen or agents.

1. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the common areas or exterior portions of any Residence whatsoever without the prior written consent of St. James By-The-Bay Village.
2. No awnings or shades shall be erected over or outside of the windows, doors, balconies and outdoor amenity areas without the prior written consent of St. James By-The-Bay Village.
3. No Purchaser shall do, or permit anything to be done in his/her Residence or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the building, or on the property kept therein, or obstruct or interfere with the rights of other Purchasers, or in any way injure or inconvenience them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by St. James By-The-Bay Village or any Purchaser or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
4. Nothing shall be placed on the outside of window sills or projections, without prior consent of St. James By-The-Bay Village.
5. Running water shall not be left unattended.
6. The Purchaser shall not place, leave or permit to be placed or left in or upon the common areas, including those of which he has the exclusive use, any debris, refuse or garbage except on days designated by St. James By-The-Bay Village or the manager as garbage pick-up days nor shall the Purchaser directly carry or place same in any area designated by St. James By-The-Bay Village as a central garbage depository.

Such debris, refuse or garbage shall be contained properly in polyethylene or plastic garbage bags not exceeding twenty (25) pounds per bag in weight and /or sorted and disposed of in accordance with the applicable recycling program. Where such debris, refuse or garbage consists of packing cartons or crates, the Purchaser shall arrange with St. James By-The-Bay Village for a pick-up thereof and such packing cartons or crates shall not in any event be left outside the residence.

ST. JAMES BY-THE-BAY VILLAGE

RULES AND REGULATIONS

7. Purchasers shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of St. James By-The-Bay Village or the manager, may or does disturb the comfort or quiet enjoyment of the property by other Purchasers, their families, guests, visitors, servants and persons having business with them.
8. The sinks, tubs, toilets and other water apparatus and drains shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or hazardous substances of any kind shall be thrown in or disposed of in them. The costs of repair resulting from any such actions or other misuse or from unusual or unreasonable use shall be borne by the Purchaser.
9. Nothing shall be thrown out of the windows or doors of the buildings.
10. (a) No livestock, fowl, reptile, rodent or animal, other than a domestic dog, cat or bird owned by a Purchaser as a pet shall be allowed or kept in or about any Residence or the common areas or any part thereof, including those parts of the common areas of which any Purchaser has the exclusive use.

(b) Purchasers who are the owners of pets must abide by the following rules:
 - (1) Municipal, Provincial and Federal By-laws
 - (2) No Purchaser shall have more than three (3) pets.
 - (3) Pets will not be permitted if they interfere with the quiet enjoyment of the other residents.
 - (4) The Purchaser's identity must be worn by pets at all times.
 - (5) Pets must not be allowed to scratch the exterior walls, floors, doors or equipment. All damage caused by a pet to the property shall be repaired by St. James By-The-Bay Village and charged to the Purchaser who is the owner of the pet.
 - (6) The Purchaser shall be responsible for promptly removing all excreta from a pet of the Purchaser from any portion of the property.
 - (7) The Purchaser agrees to indemnify and save St. James By-The-Bay Village harmless in the event that a pet of the

ST. JAMES BY-THE-BAY VILLAGE

RULES AND REGULATIONS

Purchaser causes damage to the person or property of another.

- (8) Dogs and cats must be immunized annually for Rabies and must be kept on a leash and accompanied by a Purchaser at all times when outside of the Residence.
- (c) No pet that is deemed by St. James By-The-Bay Village to be a nuisance shall be kept in any residence. Any persistent and prolonged pet animal noises that can be heard by other Purchasers shall be deemed to be a nuisance.
- 11. Purchasers shall not overload existing electrical circuits nor use other than C.S.A. approved fixtures or appliances.
- 12. No auction or garage sale shall be held on the property.
- 13. No stores of fuel or any combustible materials or offensive goods, provisions or materials shall be kept in the Residence or on the property.
- 14. No noise, caused by instrument or other device, or otherwise, which in the opinion of St. James By-The-Bay Village may be calculated to disturb the comfort of the other Purchasers shall be permitted.
- 15. The sidewalks, entries, passageways, walkways and driveways used in common by the Purchasers shall not be obstructed by any of the Purchasers or used by them for any purpose other than for ingress and egress to and from their respective Residences.
- 16. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common areas over which the Purchaser has exclusive use. No hanging or drying of clothes is allowed on any exclusive use common areas and the exclusive use common areas shall not be used for storage. Only seasonal furniture is allowed on exclusive use yard and porch areas and said areas shall not be used for cooking or barbecuing, except as explicitly permitted by St. James By-The-Bay Village with respect to the Carriage Homes residences.
- 17. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any residence or any portion of the common areas, except by St. James By-The-Bay Village in connection with a common system.
- 18. No building or structure or tent shall be erected, placed, located, kept or maintained on the common areas and no trailer, either with or without living,

ST. JAMES BY-THE-BAY VILLAGE

RULES AND REGULATIONS

sleeping or eating accommodations shall be placed, located, kept or maintained on the common areas.

19. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers and flower beds.
20. Purchasers shall not operate clothes washers and dryers unless a person is present in the unit.
21. No motor vehicle, camper, van, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind other than a private passenger automobile or sport utility vehicle or motor cycle shall be parked on any part of the common areas including the designated parking spaces, nor shall any repairs be made to any motor vehicle of any kind on any part of the common areas and no motor vehicle of any kind shall be driven on any part of the common areas other than on a driveway or parking space.
22. Any loss, costs or damages incurred by St. James By-The-Bay Village by reason of a breach of any rules in force from time to time by any Purchaser of his or her unit shall be borne by such Purchaser and may be recovered by St. James By-The-Bay Village against such Purchaser in the same manner as common service expenses.
23. The Purchaser of each Residence shall install a backing material of a white or off-white colour on each curtain or drapery or blind which may be visible from outside the Residence through a door or window of the Residence and in addition, no Purchaser of a Residence shall place any opaque material including foil within twelve (12) inches of the surface of the window or door that may be visible from outside the Residence. The Purchaser of the Residence shall upon receipt of a notice of violation of this or any other rule have seven (7) days in which to rectify the same otherwise St. James By-The-Bay Village may enter in and upon the said Residence to correct the situation at the cost of the Purchaser of the Residence.
24. No person under the age of nineteen (19) years shall occupy any Residence for a period in excess of seventy-two (72) hours unless with the permission of St. James By-The-Bay Village.
25. There shall be no subletting of any Residence. without the express written consent of the Village, which will only be given after due consideration of the preservation of the life style of the Village and the protection of the quite enjoyment of the other Residents.

ST. JAMES BY-THE-BAY VILLAGE

RULES AND REGULATIONS

26. Loss of keys at any time will become the financial responsibility of the Purchaser. All keys must be surrendered upon the vacating of a residence. No locks shall be changed without the mutual consent of both St. James By-The-Bay Village and the Purchaser. Any locks approved for change will be the responsibility of St. James By-The-Bay Village.
27. Rules as deemed necessary and altered from time to time by St. James By-The-Bay Village shall be binding on all Purchasers, their families and guests and all subsequent Purchasers of each unit.
28. Prior to the establishment of an official St. James By-The-Bay Village marina facility, watercraft of any type shall not be docked or stored at the water's edge between the hours of sunset and sunrise each day.
29. There shall be no alteration of the exterior of any Residence by a Purchaser without the express written consent of St. James By-The-Bay Village.
30. No lights shall be affixed or placed on the exterior of any Residence, other than the exterior coach, porch and soffit lighting as originally installed by St. James By-The-Bay Village.
31. The Purchaser shall not disconnect or adjust the photosensor and timer controlling the exterior soffit lighting of any Residence without the consent of St. James By-The-Bay Village.