

SCHEDULE "E"

DESIGN AND BUILDING GUIDELINES APPROVAL PROCESS AND SUBMISSION REQUIREMENTS

A. DESIGN GUIDELINES

Sun View Estates is a design controlled subdivision development off Turner Road in Peachland.

These design guidelines are the mechanism by which quality design and development are assured. They protect the integrity of the homeowner's investment and allow for individual tastes. The guidelines may be amended at any time by the Developer as needed in order to maintain the quality of the development while responding to changing conditions.

The guidelines direct Purchasers, Designers, and Contractors towards appropriate siting, building form, landscaping and construction procedures.

The builder or owner shall not commence construction until the Developer's Design Consultant (D.D.C.) approval has been granted. Approval must precede an application for building permit.

House construction shall be completed within 6 months of the approval of design by the D.D.C., unless an extension is granted by the D.D.C. Completion of the exterior, including driveways, walkways and landscaping is to be completed as expeditiously as possible.

Landscaping shall be complete no more than six months after the completion of the house.

The D.D.C. shall have the absolute right to refuse approval of any plans or designs that it considers not to be of acceptable quality.

B. DESIGN GUIDELINES COMPLIANCE AND DAMAGE DEPOSIT

At the time of purchase of the Lot, the purchaser will provide the Developer with a \$5,000.00 deposit to ensure compliance with the Design Guidelines and to pay for any damage caused during construction to curbs, gutters, roads, fencing, landscaping or other properties, which has not been rectified. If the builder who is to construct the home is not a builder who has been approved by the Developer, the D.D.C. may require the owner and/or the builder to post a higher deposit. The deposit will be returned upon satisfactory completion of all approved buildings and landscaping within the specified time frames. Extensions to specified time periods (due to weather or other factors) must be obtained in writing from the Developer's Design Consultant.

C. PRELIMINARY APPROVAL

The Purchaser shall submit preliminary design drawings relating to site planning and building concepts to the D.D.C. These are to be submitted for review and pre-approval before finalizing detailed drawings or commencing construction. The submission shall contain:

- (1) a Preliminary Site Plan, which defines the proposed building location, including the roof plan, driveway location, geo-technical information, landscaping plan and location of retaining walls, fencing, etc.;
- (2) elevations of the proposed building, drawn in conjunction with the existing site contours to show the overall context;
- (3) such other information as may be requested by the D.D.C.

All items requiring approval are discussed at this stage to reduce the possibility of major issues arising when detailed drawings are finalized.

The D.D.C. may recommend enhancements and revisions to the building. Such recommendations will be made with the awareness of additional costs. The applicant is invited to discuss any changes but the D.D.C. shall retain the right to decline the approval.

D. FINAL SUBMITTAL FOR APPROVAL

The Purchaser shall finalize the design and complete the construction drawings for the building and site based on the D.D.C.'s pre-approval of preliminary plans.

All submissions should be in a digital format acceptable to the D.D.C. Eg: DWG (R14) or DFX (R14)

The following must be submitted to the Developer's Design Consultant. Submissions cannot be processed unless ALL required information is included, as follows:

1. One full set of the proposed house drawings to scale. (1/8" to 1" scale preferred)
These must include:
 - (a) floor plans showing all levels;
 - (b) elevations illustrating all sides of the house;
 - (c) finished garage floor and building floor heights;
 - (d) height of roof peaks;
 - (e) cross-sections and details;
 - (f) exterior materials and colours; and
 - (g) roof material and colour.
2. One copy of the site plan drawn to scale (not less than 1:100) prepared specifically for the applicable lot. Generic site plans are not acceptable.

The site plan must show:

- (a) position of the house on the lot;
 - (b) position of fences, pools, retaining walls, including heights and materials, etc.;
 - (c) curbs and driveways;
 - (d) setbacks, floor heights, easements, rights of way, grades and slopes, including existing site contours and trees;
 - (e) site drainage design and
 - (f) such other items as the D.D.C. may request.
3. One copy of landscape plan drawn to scale illustrating quantity and type of planting material for the entire lot.
 4. One set of colour samples for exterior walls, trim, and roof colours. (include brand names and colour numbers)
 5. One completed Design Guideline Approval form to be supplied by the Developer.

The Purchaser is responsible for all acts or omissions of his designers, contractors, and sub-contractors.

E. GENERAL REQUIREMENTS – DESIGN

The minimum floor areas of the houses are:

1. Single level house (Rancher) with walk-out basement – main floor minimum area is 1,500 square feet.
2. One and one-half storey house with walk-out basement – main floor minimum area is 1,100 square feet with a partial finished second floor. The second floor of a one and one-half storey house is contained within the roof structure, except for dormers etc.
3. 2-story house with walk-out basement – main floor area is 1,500 square feet with a finished full second floor above.

The height and siting of a proposed house should be compatible with the houses on adjacent lots. Coordination of architectural detail may be required to achieve this, particularly where a house with one storey above grade may be requested between adjacent two-storey houses.

There can be no more than a 2 storey unbroken vertical exposure on any home between grade and fascia plane of the main roof structure on any side of the house (dormers may be used above fascia level).

Special attention to the architectural treatment of the side and rear elevations is required. This includes building articulation of rooflines, walls and projections, window placement and a varied use of materials.

Roof Slopes shall be generally between 6 in 12 and 8 in 12 with minor deviations

permitted. Flat roofs will be permitted only when accessible from adjacent space and when properly finished as decks. One and one-half storey houses may be permitted a steeper roof pitch to accommodate a partial second storey.

Integrate decks, courtyards, patios, exterior storage and privacy fencing with the building's design. Decks to be stepped down with the grade and underside of decks to be finished.

Garages, where possible, should not be the prominent element of the building. Consider turning the garage so doors do not directly face the street. Garages should be designed to match the main building. All houses are to have at least a 2-car, attached garage. Side entry garages shall incorporate suitable design elements into the elevation facing the street.

Use natural materials and rich earth tone colours. Exterior building surface materials should be used to complement the natural character of the site. Light colours and greys are discouraged; blues and pinks are not suitable.

The Developer will permit the use of the following materials:

Exterior Walls: "Earth tone" colours in acrylic or cement stucco or stucco painted with elastomeric paint, "hardi-plank" type siding or equivalent. Vinyl siding is not permitted.

Exterior Trims or Features: Stone, brick, and painted, stained or natural wood are allowed. Doors and windows should either have distinct wood trim or stucco detail surrounding them or be deeply recessed. Appropriate shutter or other detailing will be considered.

Windows: Wood, metal clad, or vinyl windows can be used No aluminium windows permitted.

Doors: Wood is preferred; raised panels with glazed sidelights.

Roofs: The minimum standard is 30 year laminated fibreglass asphalt shingles with raised ridge caps.

Soffits: Aluminium vented soffits permitted. The eave overhang must be a minimum of 16".

Eavestroughs: Are required on any roof structure that will bring water directly to the ground. Eavestrough must be continuous formed, c/w downspouts. Avoid locating downspouts to front elevation. Downspouts to be piped, using non-perforated pipe, to rock pits.

Concrete: Exposed concrete to be parged if over 12 inches in width.

Decks: All decks shall be integral and compatible with the house design and must be approved by the D.D.C. Powder coated aluminium deck railings with glass panels are recommended.

Sidewalks/

Driveways All driveways, sidewalks and patios on grade shall be concrete, finished per D.D.C. approval, or interlocking concrete pavers. Driveways must be a minimum of 24" from side property line. Asphalt driveways are not permitted.

F. GENERAL REQUIREMENTS – SITING & DRAINAGE

As nearly all lots in the development front a street:

- (1) The house should be sited as close as possible to the property line at the side of the lot at which the road is at its highest point.
- (2) In general, garages should be sited at the side of the lot at which the road is at its highest point.
- (3) The main floor elevation should be established in general accordance with the elevations suggested in the typical cross-sections provided. All garage floors and driveways should drain down toward the road.
- (4) The foundation of the house at the side of the lot at which the road is at its lowest point may need a frost wall approximately as deep below the basement floor as the step down to the footing elevation of the house on the adjacent lot.
- (5) Fill areas in either front or rear yards must be retained by landscaped fill slopes or retaining walls located entirely on the lot on which the fill is located. Such retention must be of attractive appearance as viewed from the adjacent lot and extend to meet the finish grade of the lot below.
- (6) Surface water must be retained on the lot and not allowed to drain onto adjacent lots. Finished rear yards should be graded to drain to a "lawn basin" connected to rock pits in accordance with the Storm Water Management Plan. Seepage caused by over-watering must be avoided.

G. GENERAL REQUIREMENTS – CONSTRUCTION

The first requirement after application for the building permit is to inspect the lot and adjacent common areas for damage prior to moving onto the site. Any damage that is present must be brought to the attention of the Developer in writing prior to commencing any work on the lot.

All construction must comply with all Building Code and District of Peachland by-laws and regulations.

The Purchaser shall obtain all necessary municipal and other regulatory inspections during construction. The D.D.C. may pre-schedule inspections to ensure construction complies with the intent of their approval.

Owners must ensure that all excavation material is kept within the confines of their lot. Any spillage on the road, sidewalk, or neighboring lot must be removed immediately or the Developer will arrange for its removal and invoice the Purchaser for expenses.

Repairs of damage resulting from construction operations will be mandatory. Typically, damage or scarring to natural areas and other property, including but not limited to general open space, other lots, common property, roads, driveways, landscaping, and/or other improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the Purchaser or it will be charged to the deposit.

The impact of any construction on nearby neighbors must be kept to an absolute minimum. Issues include: parking, use of portable toilets, construction crew pets (must be kept on a leash at all times), radio volume must be kept down, use of profanity, speeding, borrowing power, water or phone from other owners will not be permitted, except with the agreement of the affected owner.

H. GENERAL REQUIREMENTS - LANDSCAPING

A Landscaping Plan must be prepared for the entire lot, illustrating the integration of all site elements and the requirements of The District of Peachland. Landscaping will incorporate, where possible, existing trees and under-storey vegetation; which should be considered in conjunction with the design of the site plan and house.

Landscaping and replanted areas must be irrigated with a timed underground sprinkler system.

Existing natural areas should be maintained wherever possible. Use of drought resistant or xeriscape landscaping is encouraged.

Fencing within the front yard will not be permitted, except as may be required by the District of Peachland.

Fences along side and rear yards are to be used with restraint. All fencing must first be approved by the D.D.C. and be in accordance with the requirements of the District of Peachland.

Central Air Conditioning Units or other mechanical units should be screened, if possible, so that they are not visible from the adjacent property or street. Careful consideration should be given to minimize sound transmission to adjacent properties. No window mounted air-conditioning units will be permitted.

Garbage containers or garbage of any kind shall be screened from the view of other lot

owners except on the day designated for garbage pick-up.

Indirect outdoor lighting is suggested. Outdoor light fixtures should provide down lighting, up-lighting or back lighting and shield the light source. High wattage outdoor lighting will not be allowed and any security or additional lights should not be positioned to illuminate adjacent properties. Fixtures shall coordinate with the exterior building features, situated for example in the vicinity of the front door, along the entrance walkway, and in front of the garage door.

It is the responsibility of each owner to install and maintain irrigation and landscaping in the area between the back of the road curb and the property line of the lot. In the case of corner lots, the lot owner's landscaping will extend to meet the boulevard landscaping installed by the developer.

I. SPECIFIC REQUIREMENTS – LANDSCAPING

1. Minimum full lot landscape and irrigation system requirements are as follows:

- (a) In general the full lot area shall be finished including underground irrigation, lawn and selective use of shrubs, trees, and other plants to create an attractive yard.
- (b) Front yard landscaping is from the curb to front of house, from property line to property line, and in the case of a corner lot, from curb to the side of the house extending to the rear property line.
- (c) All street facing yards must be finished with as much grass as possible. The front 10 feet (3 metres) from the curb must be finished with grass. This applies to front, side and rear yards facing streets. Seeded lawn shall be evenly germinated and established prior to release of deposit.
- (d) Rear and side yards shall be final graded and turfed or seeded to lawn as a minimum.
- (e) All landscaped and lawn areas are to be irrigated with an automatic underground sprinkler system.
- (f) Tree height restriction:
Trees should be chosen from species that will grow to a height no greater than house roof peak plus six feet.
No trees may be planted that will interfere with another owner's view, now or in the future.
- (g) Planting beds shall contain landscape plants spaced not more than three feet on centre. Planting beds may be finished with bark mulch, lava rock, etc. The use of common gravel is not permitted. Beds containing only bark mulch, lava rock etc. are not permitted. Trees are to be a minimum of 1.5 inch caliper. Trees must be staked for one

year in accordance with good landscape practice.

- (h) Landscaping shall be blended into the landscaping of neighbouring lots.
- (i) One single stem maple tree with a minimum size of 1.5 inch caliper, minimum eight feet tall, shall be provided by the lot owner and planted three feet inside the property line at the front of the lot and a minimum of six feet from any underground service to the house. The trees shall be selected from any of the following varieties:
 - 1. Acer palmatum “Bloodgood” (Red Japanese Maple)
 - 2. Acer platanoides “Globosum” (Globe Maple); or
 - 3. Acer ginnola (Amur Maple)
- (j) All shut-off and/or control valves and other utility connection boxes shall be easily visible upon completion of the landscaping. It is recommended that these valves not be located in the driveway.
- (k) All corner survey pins are to remain undisturbed.

2. Within two months of the completion of any home the front yard landscaping must be completed in accordance with the submitted and approved landscape drawings. If weather conditions do not permit the completion of landscaping within the required two months of completion of the home, with the approval of the D.D.C., the landscaping may be completed in early spring or as soon as weather conditions permit. The balance of the full yard landscaping must be completed within six months of the completion of the home.

J. SPECIAL REQUIREMENTS

All Purchasers in this subdivision are required to do everything possible to preserve the views and privacy of adjacent lot owners.

Siting of houses, location of decks, patios, and windows, pools, location and type of fences etc., are of primary importance. No storage sheds, clotheslines, large play structures, dog kennels, communication antennae, large satellite dishes, above ground pools, or vehicle parking of any type will be permitted. Storage space accessible from the outside of the house should be incorporated in the basement or garage areas.

No blasting or impact digging causing seismic vibrations shall be undertaken without the approval of the Developer. Applicable government regulations and approvals concerning blasting shall be observed.

K. FINAL INSPECTION

The Purchaser will request, in writing, a final inspection by the Developer’s Design

Consultant when all construction, landscaping, and clean-up are complete.

The building grades, landscaping and subdivision services (sidewalks, utilities, etc.) will be inspected.

Failure to comply with Design Guidelines and the plans and other information submitted for approval may result in the Owner being assessed correction costs. The deposit will be subject to deduction for the costs of correction incurred by the Developer and for any costs incurred with the Design Consultant in excess of two reviews of plans and one inspection. Compliance within specified time periods to complete construction and landscaping is fundamental, or further charges will be applied.

The Developer will also review the residence and related municipal site services. Any damage will be evaluated and deducted from the deposit. This includes a review of:

- (a) curb, gutter and sidewalk
- (b) street lamp standards
- (c) domestic water shut-off valve
- (d) sanitary sewer clean-out
- (e) survey pins

The Developer's Design Consultant has the right to withhold release of the Deposit where, in the D.D.C.'s opinion, there has been non-compliance with any of the guidelines contained herein.

The Purchaser is responsible for any damage or deficiency caused by their contractor or sub-contractors. There will be no refund of any deposit until all items have been inspected and approved and/or corrected as may be required by the D.D.C.

The Developer, upon approval by the D.D.C., will release \$2,500.00 on satisfactory completion of the house, front yard landscaping, and irrigation system. The remaining \$2,500.00 of the Design Guidelines Compliance and Damage Deposit will be released upon satisfactory completion of the remainder of the full lot landscaping, fill retention, and irrigation system.

The Developer may alter these guidelines after consultation with purchasers, the D.D.C. and other stakeholders.

ATTACHMENTS:

- 1 Approval Form

APPENDIX "A" TO DESIGN GUIDELINES

SUN VIEW ESTATES

STREET ADDRESS: _____

LEGAL DESCRIPTION: LOT _____

OWNER: _____ **CONTRACTOR:** _____

TEL. # _____

HOUSE TYPE:
____ RANCHER ____ TWO STOREY ____ BASEMENT ENTRY ____ SPLIT LEVEL

FINISHED LIVING AREA:
MAIN FLOOR _____ UPPER FLOOR _____ BASEMENT _____
SITE COVERAGE: (including garage, decks): _____ Square Feet

MATERIALS:
Roof: Material _____ Colour: _____ Manufacturer: _____
Walls: Material _____ Colour: _____ Manufacturer: _____
Trims: Material _____ Colour: _____ Manufacturer: _____
Other: Material _____ Colour: _____ Manufacturer: _____
Chimney: Material _____ Colour: _____ Manufacturer: _____

Driveway Material:
____ Concrete: Finish - _____ ____ Pavers: Colour - _____
Slope: _____ % (Maximum 15%)

Benchmark Elevation: _____ (Top of back of curb at centre of lot)

Lot Elevations: Front Left: _____ Front Right: _____

Rear Left: _____ Rear Right: _____

Floor Elevations: Basement: _____ Ceiling height _____

Main: _____ Ceiling height _____

Second: _____ Ceiling height _____

Garage: _____

Roof Peak: _____

____ APPROVED ____ NOT APPROVED (to be resubmitted with noted changes)

DATE: _____

Developer's Design Consultant

SCHEDULE "F"

CONTRACT OF PURCHASE AND SALE

DATE: _____

SELLER: Penich Enterprises Ltd. **BUYER:**

ADDRESS: 6095 Turner Avenue, **ADDRESS:**

Peachland BC V0H 1X4

PHONE: (250) 767-9164 **PHONE:**

RESIDENT OF CANADA **OCCUPATION:**

PROPERTY ADDRESS: Lot _____, Sun View Estates, Municipality of
Peachland

LEGAL DESCRIPTION:

Lot _____
("the Property") P.I.D. # (when available)

THE BUYER AGREES TO PURCHASE THE PROPERTY FROM THE SELLER
ON THE FOLLOWING TERMS AND SUBJECT TO THE FOLLOWING
CONDITIONS:

1. **PURCHASE PRICE:** The purchase price of the Property will be

_____) Dollars (\$
(Purchase Price).

2. **DEPOSIT:** A deposit of \$ _____ which will form part of the Purchase Price
will be paid on the following terms:

All monies paid pursuant to this section (called the deposit) will be delivered in trust
to **Clay Larson Law Corporation** and held in trust in accordance with the provisions
of the *Real Estate Act*. In the event the Buyer fails to pay the Deposit as required

by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

3. **TERMS AND CONDITIONS:** The purchase and sale of the property includes the following terms and is subject to the conditions included on pages 1 through 5 of this Contract of Purchase and Sale.

Each condition, if so indicated, is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Act*.

4. **COMPLETION:** The sale will be completed on _____, (Completion Date) by registration of the Transfer at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12 noon on _____ (Possession Date), subject to the following existing tenancies if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from and including the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of _____ (Adjustment Date)
7. **PURCHASE:** This is the purchase of building lot number _____ in Sun View Estates adjacent to Turner Avenue in Peachland, BC.
8. **VIEWED:** The Property will be in substantially the same condition on the Possession Date as when viewed by the Buyer on _____.
9. **TITLE:** Will be free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities as described in the Seller's Disclosure Statement, existing tenancies set out in Clause 5, if any, and the Seller's Mortgage and Assignment of Rents which the Seller's Lawyer or Notary has undertaken to discharge upon receipt of the sale proceeds and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's or Notary's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 3:00 p.m. on the Completion Date.
12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid or such formal agreement to pay the balance as may be necessary is entered into, on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller in accordance with the *Real Estate Act*, on account of damages, without prejudice to the Seller's other remedies.
13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
16. **RISK:** The property which is the subject of this Contract of Purchase and Sale will be, and remain at the risk of the Seller until 12:01 a.m. on the Completion Date. After that time the Property will be at the risk of the Buyer.
17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and

masculine includes feminine.

18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
19. **ACCEPTANCE IRREVOCABLE (Buyer and Seller)** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable until after the date specified for the Buyer to either: (a) fulfill or waive the terms and conditions herein contained; and/or (b) exercise any option(s) herein contained.
20. **The Purchaser(s) acknowledge that they have received and had an opportunity to thoroughly review the Seller's Disclosure Statement and the Schedules attached thereto.**
21. **Purchasers of Lots 12 through 28 inclusive acknowledge that they will be responsible for the costs of installation of fencing and landscaping in accordance with a plan approved by the District of Peachland.**
22. **The conditions set out on the Addendum attached (if any) form apart of this contract.**
23. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND THE SELLER'S DISCLOSURE STATEMENT BEFORE YOU SIGN.**
24. **OFFER:** This offer, or counter-offer, will be open for acceptance until _____ o'clock p.m. on _____, and upon acceptance of the offer or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

Witness:

Witness:

BUYER (Signature)

BUYER (PRINT NAME)

BUYER (Signature)

BUYER (PRINT NAME)

25. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Agent, as requested, forthwith after completion.

Seller's acceptance is dated _____.

Witness:

PENICH ENTERPRISES LTD. (Seller)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

**AND COVERING THE PROPERTY DESCRIBED AS LOT _____, SUN VIEW ESTATES
THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:**

This Offer is subject to the following conditions, which are for the sole benefit of the Buyer:

1. TITLE

To the Buyer approving, by _____, the condition of the title against those defects which might adversely affect the Buyer's use and enjoyment or the value of the property. Despite any other provisions in this Contract, the Buyer acknowledges and accepts that on Completion, the Buyer will receive title containing the non-financial charges set out in the copy of the title search results which is attached to and forms part of this Contract.

2. DISCLOSURE STATEMENT

To the Buyer approving, by _____, the Disclosure Statement of Penich Enterprises Ltd., for Sun View Estates dated March 2006. The Buyer acknowledges receipt of the Disclosure Statement, together with the Design and Building Guidelines.

To the Buyer arranging financing by _____, on terms and conditions acceptable to the Buyer.

The Buyer acknowledges that the construction of any improvement on the property will be subject to compliance with Design and Building Guidelines, a copy of which has been given to the Buyer. The Buyer agrees to pay a Compliance Deposit of \$_____ to be held by the Seller's solicitor as outlined in the Disclosure Statement. The Seller will return the Compliance Deposit to the Buyer upon approval from the Developer's Design Consultant that the home and landscaping has been completed to the approval of the Design Consultant, and no damage has been done to the curbs, gutters, or other installations by the Buyer or their contractors. The Compliance Deposit is payable with the purchase monies for the Completion of the purchase of the lot.

I/WE THE UNDERSIGNED, DULY AGREE THAT THE FOREGOING IS CORRECT AND SHALL FORM A PART OF THE ATTACHED CONTRACT.

Witness:

Buyer

Buyer

Witness:

PENICH ENTERPRISES LTD. (Seller)
