

ASSUMPTION AGREEMENT

The Woodlands Phase I

ASSUMPTION AGREEMENT

THE WOODLANDS PHASE I

THIS INDENTURE made the _____ day of _____, _____

BETWEEN:

(hereinafter called the "Purchaser")

OF THE FIRST PART

AND:

(hereinafter called the "Vendor")

OF THE SECOND PART

The Vendor is the owner of the lands and premises described in Schedule "A" attached hereto (hereinafter called the "Unit");

AND WHEREAS the Unit is part of a development consisting of dwellings (described in Schedule "B" annexed hereto) served by a private roadway, held in common by the owners of all the dwellings;

AND WHEREAS such dwellings are served by certain common elements;

AND WHEREAS the Vendor has registered against the title to all the dwellings a Common Property and Co-tenancy Agreement dated the 9th day of December, 1999 governing the joint use and maintenance of common elements, where applicable, such as the common roadway, common sewer and water services, visitors' parking areas, and other shared property as well as common party walls and common structural elements between Units and to ensure that the rights and obligations contained in such agreement are binding on the owners of the Lands and all subsequent purchasers of Units and is capable of being enforced by them;

The Purchaser will covenant to assume the benefits and burdens of the Common Property and Co-tenancy Agreement as described in Schedule "C" attached hereto and shall give a personal covenant to extract a similar covenant from all persons subsequently acquiring title from the Purchaser.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, now paid and given by the Vendor to the Purchaser, (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

1. The Purchaser hereby covenants with the Vendor that from the date of this Agreement, the Purchaser shall and will at all times comply with and perform the covenants and agreements contained in the Common Property and Co-tenancy Agreement with respect to the Unit as fully and effectively as if the Purchaser had been an original signatory thereto.
2. The Purchaser covenants and agrees that all contracts for the sale or transfer of the Unit to any purchaser or transferee shall contain the following covenant, which shall be incorporated in all transfers of the Unit so that it shall be a covenant which runs with the title to the Unit for the benefit of all the owners of dwellings in the development:

With the intention that this covenant shall run with and bind the lands described in Schedule "A" attached hereto for the benefit of all others having an interest in the lands described in Schedule "B" attached hereto, the Transferee, for himself/herself and his/her heirs, executors, administrators, successors and assigns agrees that he/she shall not use, occupy or deal with the Lands described in Schedule "A", or any part thereof or any interest therein, except in accordance with the provisions of the Common Property and Co-tenancy Agreement registered on the **9th day of December, 1999 as Instrument No. 1251164** and such transferee shall exact a similar covenant from any subsequent purchaser or transferee of the lands described in Schedule "A" attached hereto.

3. These premises and everything herein shall respectively enure to the benefit of and be binding upon the parties hereto, and their successors and assigns respectively.

IN WITNESS WHEREOF the parties have executed this agreement under the signatures of their proper signing officers, who are duly authorized to so execute it.

SIGNED, SEALED AND DELIVERED)
 IN THE PRESENCE OF:)

)
)
)
)
)

 Witness

 Purchaser

)
)
)
)
)

 Witness

 Purchaser

SCHEDULE "A"

**LEGAL DESCRIPTION AND ADDRESS OF THE
DWELLING UNIT BEING PURCHASED**

PIN

Part of Block

on Plan

Designed as part(s)

on Plan

Ottawa

SCHEDULE "B"

**LEGAL DESCRIPTION OF THE DWELLINGS THAT ARE SUBJECT TO THE
COMMON PROPERTY AND CO-TENANCY AGREEMENT**

All Units are part of Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 19, 21 and 23 and on Plan 4M1053
City of Ottawa

MUNICIPAL ADDRESS:

PART NO.
ON REFERENCE PLAN

SCHEDULE "C"

**COMMON PROPERTY AND CO-TENANCY AGREEMENT
AND GUIDELINES & HANDBOOK REFERENCE**

The Purchaser hereby covenants that a copy of the Common Property and Co-tenancy Agreement and a copy of the Guidelines & Handbook Reference accompany this Assumption Agreement.

Dated this _____ day of _____, _____.

Witness

Purchaser

Witness

Purchaser