

# NUVO

CONDOMINIUM DOCUMENTS

TOWER 1



Fernbrook  
HOMES

## DISCLOSURE STATEMENT

### NUVO

The following documentation is being provided by **FERNBROOK CRYSTAL (UGAW) INC.** (the "**Declarant**") with respect to the proposed standard condominium corporation that is to be a phased condominium corporation to be known as **NUVO** (the "**Condominium**" or the "**Corporation**") prepared in accordance with the *Condominium Act 1998, S.O. 1998, C.19*, and the regulations thereunder as amended (the "**Act**"):

1. Disclosure Statement (including Table of Contents).
2. Budget Statement for the one (1) year period immediately following the registration of the proposed Declaration and Description, including schedules providing percentage contribution to common expenses and percentage interest in common elements upon completion of Phase II.
3. The proposed Declaration.
4. The proposed By-laws.
5. The proposed Rules.
6. The proposed Management Agreement.
7. The proposed Standard Unit Schedule.
8. The preliminary draft Plan of Condominium (Phase I).
9. The proposed draft Reference Plan.
10. The preliminary draft Plan of Condominium (combined Phase I and Phase II).

**The disclosure statement contains important information about the proposed condominium project as required by Section 72 of the Act. As the type and amount of disclosure required by the Act is objective, some Purchasers may have special circumstances such that certain provisions contained in the documents have significant importance to them on an individual basis, but have not been summarized as not being significant to the average Purchaser. Purchasers are therefore advised to read all of the documents enclosed (and not simply the disclosure statement itself) in their entirety and to review same with their legal and financial advisors.**

**Issued: October 15, 2020**

**DISCLOSURE STATEMENT**  
**TABLE OF CONTENTS**  
 (under subsection 72(4) of the *Condominium Act* 1998)

**Declarant's name:** Fernbrook Crystal (UGAW) Inc.

**Declarant's municipal address:** 2220 Highway No. 7 West, Unit 5, Concord, Ontario L4K 1W7.

**Brief legal description of the property/proposed property:** Part Lot 30, Concession 1, South of Dundas Street (Geographic Township of Trafalgar), being described as parts on a Reference Plan, Town of Oakville, presently being part of PIN 25071-0459(LT).

**Mailing address of the property/proposed property:** c/o ICC Property Management Ltd., 2875 14th Avenue, Suite 300, Markham, Ontario, L3R 5H8.

**Municipal address of the property/proposed property:** The property currently has a municipal address of 2343 Khalsa Gate, Oakville, Ontario. This address may be subject to change as determined by the Town.

**Condominium corporation:** Halton Standard Condominium Plan No. (known as the "Corporation")

The Table of Contents is a guide to where the disclosure statement deals with some of the more common areas of concern to purchasers. Purchasers should be aware that the disclosure statement, which includes a copy of the existing or proposed declaration, by-laws and rules, contains provisions that are of significance to them, only some of which are referred to in this Table of Contents.

**Purchasers should review all documentation.**

In this Table of Contents,

- "unit" or "units" include proposed unit or units;
- "common elements" includes proposed common elements;
- "common interest" includes a proposed common interest; and
- "property" includes proposed property.

This disclosure statement deals with significant matters, including the following:

	<b>MATTER</b>		<b>Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement</b>
1.	The Corporation is a freehold condominium corporation that is a standard condominium corporation which will be phased.		Refer to: Disclosure Statement: Article II, paragraph 2.1, page 1 Declaration: Article I, paragraph 1.3, page 2
2.	The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Disclosure Statement: Article VI, paragraph 6.1, page 10

3.	<p>The common elements and the units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act.</p> <p>Note: Enrollment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Plan Act</i>.</p>	<p>Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to:                       Disclosure Statement: Article VI, paragraph 6.2, page 10</p>
4.	<p>A building on the property or a unit has been converted from a previous use.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:                      Disclosure Statement: Article VII, paragraph 7.1, page 10</p>
5.	<p>One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:                      Disclosure Statement: Article VIII, paragraph 8.1, page 10                      Article XIX, paragraph 19.1, page 18</p>
6.	<p>A provision exists with respect to pets on the property.</p>	<p>Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to:                      Declaration: Article, III, paragraph 3.5, page 7 and Article IV, subparagraph 4.2(c), page 10</p>
7.	<p>There exist restrictions or standards with respect to the use of common elements or the occupancy or use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.</p>	<p>Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to:                       Declaration: Article III, paragraphs 3.1-3.10, pages 5-9 and Article IV, paragraphs 4.1-4.6, pages 9-18 and the Rules</p>
8.	<p>The declarant intends to lease a portion of the units.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:                      Disclosure Statement: Article X, paragraph 10.1, page 10</p>
9.	<p>The common interest appurtenant to one or more units differs in an amount of 10 percent or more from that appurtenant to any other unit of the same type, size and design.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:                      Schedule “D” to the Declaration and the Budget</p>
10.	<p>The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 percent or more from that required of the owner of any other unit of the same type, size and design.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:                      Schedule “D” to the Declaration and the Budget</p>
11.	<p>One or more units are exempt from a cost attributable to the rest of the units.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:                      Budget and Schedule “D” to the Declaration</p>

12.	<p>There is an existing or proposed by-law establishing what constitutes a standard unit.</p> <p>Under clause 43(5)(h) of the Condominium Act, 1998, the declarant is required to deliver to the board a schedule setting out what constitutes a standard unit.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Accompanying the Disclosure Statement is the Schedule contemplated under clause 43(5)(h) of the <i>Condominium Act 1998</i>.</p>
13.	<p>Part or the whole of the common elements are subject to a lease or a licence.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:          Disclosure Statement Article XII, paragraph 12.4, page 15</p>
14.	<p>Parking for owners is allowed:</p> <p>(a) in or on a unit;</p> <p>(b) on the common elements;</p> <p>(c) on a part of the common elements of which an owner has exclusive use.</p> <p>There are restrictions on parking.</p>	<p>Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to:</p> <p>Declaration: Article IV, paragraph 4.3, pages 12–14,          Disclosure Statement: Article IV, subparagraph 4.3(ii), pages 4-5, paragraph 4.8, page 9</p> <p>Rules, Section 10</p> <p>Declaration: Article IV, paragraphs 4.3 and 4.5, pages 12–14,          Disclosure Statement: Article IV, subparagraph 4.3(ii), pages 4-5, paragraph 4.8, page 9 and Rules, Section 10</p>
15.	<p>Visitors must pay for parking.</p> <p>There is visitor parking on the property.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to:</p> <p>Disclosure Statement: Article IV, paragraph 4.7, page 9          Declaration: Article III, paragraph 3.7, page 8</p>
16.	<p>The declarant may provide major assets and property, even though it is not required to do so.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:</p> <p>Disclosure Statement: Article XXI, paragraph 21.1, page 18</p>
17.	<p>The corporation is required:</p> <p>(a) to purchase units or assets;</p> <p>(b) to acquire services;</p> <p>The Services are hydro and water submetering agreements and bulk internet access.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to:</p> <p>Disclosure Statement: Article XXII, paragraphs 22.1, page 18</p> <p>Disclosure Statement: Article IV, paragraphs 4.4(a) and (b), pages 5–6 and Article XII, paragraph 12.2(a)(iv) and (c), pages 13-15          Declaration: Article II, paragraph 2.2(b), pages 4-5</p>

	(c) to enter into agreements or leases with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant.  The Corporation shall enter into a Warranty Agreement	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Disclosure statement: Article XII, paragraph 12.2(b), page 14 Declaration: Article VIII, paragraph 8.1(w), page 23 and By-Law 3
18.	The declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant owns land adjacent to the land described in the description.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to:  Disclosure Statement: Article IV, paragraph 4.2(i), pages 1-3, Article XXIII, paragraph 23.1, page 18 and Article XXV, paragraphs 25.1-25.11, pages 19-21
	1. The current use of the land is vacant.		
	2. The Declarant has made representation respecting the future use of the land. The Disclosure Statement contains a statement of the representations.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Disclosure Statement: Article IV, paragraph 4.2(i), pages 1-3, Article XXIII, paragraph 23.1, page 18 and Article XXV, paragraphs 25.1-25.11, pages 19-21
	3. Applications have been submitted to an approval authority respecting the use of the land. The Disclosure Statement contains a summary of the applications.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Disclosure Statement: Article XXIII, paragraph 23.1, page 18
19.	To the knowledge of the declarant, the Corporation intends to amalgamate with another corporation or the declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to:  Disclosure Statement: Article XIII, paragraph 13.1, page 15
20. - 23.	N/A	N/A	N/A
24.	The declarant intends to create one or more phases after the creation of the unit.  Under clause 147(1) (b) of the Condominium Act, 1998, the declarant is not required to create a phase after the creation of the unit.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Disclosure Statement: Article IV, paragraph 4.2(i), pages 1-3, and Article XXV, paragraphs 25.1 – 25.11, pages 19-21
25.	Under Clause 51(h) of Ontario Regulation 48/01, no amendments to the declaration and description creating a phase may be registered after more than 10 years after the registration of the declaration and description that created the Corporation.		
26.	The disclosure statement includes information about each phase that the declarant intends to create.		Refer to: Disclosure Statement: Article IV, paragraph 4.2(i), pages 1-3, paragraph 4.3, pages 3-5 and Article XXV, paragraphs 25.1 – 25.11, pages 19-21
27.	NOT APPLICABLE	N/A	N/A

The purchaser's rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Article XVI paragraph 16.1 and Article XVII, paragraph 17.1 of the Disclosure Statement.

This disclosure statement is made this 15th day of October, 2020.

**DISCLOSURE STATEMENT**  
**(under subsection 72(3) of the *Condominium Act, 1998*)**

**I DATE OF DISCLOSURE STATEMENT**

1.1 Date

This disclosure statement is made this 15th day of October, 2020.

**II TYPE OF CORPORATION**

2.1 Type

The condominium project being developed by the Declarant is a freehold standard condominium corporation that is a phased condominium corporation.

**III. NAME AND MUNICIPAL ADDRESS OF DECLARANT, AND MAILING AND MUNICIPAL ADDRESSES OF THE PROPOSED PROPERTY**

3.1 Declarant

The name and municipal address of the Declarant are as follows:

DECLARANT: Fernbrook Crystal (UGAW) Inc.  
2220 Highway No. 7 West  
Unit 5  
Concord, Ontario  
L4K 1W7

3.2 Condominium

The name, mailing address and municipal address of the Condominium or the proposed property are as follows:

HALTON STANDARD CONDOMINIUM CORPORATION NO. \_\_\_:

Municipal Address: The property currently has a municipal address of 2343 Khalsa Gate, Oakville, Ontario. This address may be subject to change as determined by the Town.

Mailing Address: c/o ICC Property Management Ltd.  
2875 14<sup>th</sup> Avenue  
Suite 300  
Markham, Ontario  
L3R 5H8

**IV. GENERAL DESCRIPTION OF THE PROPERTY**

4.1 Legal Description of the Property

The condominium to be created (herein referred to as the "**Corporation**" or the "**Condominium**") is to be located on the property legally described as: Part Lot 30 Concession 1, South of Dundas Street (Geographic Township of Trafalgar), being described as parts on a Reference Plan, Town of Oakville, presently being part of PIN 25071-0459(LT) (the "**Property**"). Please refer to Schedule "A" of the Declaration for the legal description.

4.2 Division and Composition of the Project/Phased Condominium under Part XI of the Act

- (i) The Condominium is to be constructed on a site which is situate on the east side of Khalsa Gate, in the Town of Oakville. The Condominium is bounded by Khalsa Gate and Phase II (as hereinafter defined) to the west; existing low-rise residential to the north; a trans-Canada pipeline easement and the Town of

Oakville trail system on top of this easement to the south; and to the east by existing low-rise residential development.

The Condominium is being developed as a phased condominium in accordance with Part XI of the Act. Part XI allows for the incremental development of this Condominium through the vehicle of a single condominium. It is the present intention of the Declarant to construct a phased condominium project consisting of two (2) phases. It is the intention of the Declarant to register a Declaration and Description in respect of Phase I (as hereinafter described) and then subsequently to amend the Phase I Declaration and description pursuant to Sections 145 and 146 of the Act so as to create Phase II (as hereinafter described). This Disclosure Statement reflects the requirements of the Act for disclosure of Phase I which will be registered as a standard condominium corporation. Following registration of Phase I and in compliance with Part XI of the Act, if the Declarant proceeds with the additional phase, Phase II when marketed and constructed will be created by registration of a first amendment of the Declaration and Description as noted above. When all phases have been completed, they constitute one Condominium Corporation and will be governed by a single Declaration and single set of by-laws and rules. The statutory requirements for disclosure with respect to a phased condominium corporation created under Part XI of the Act are set out in Article XXV of this Disclosure Statement. Phase I and Phase II combined are sometimes herein referred to as the "Project".

Notwithstanding any of the foregoing, or anything contained in this Disclosure Statement, the Declarant reserves the right, in its sole, absolute and arbitrary discretion, not to construct or create Phase II and the Declarant is not required to do so. The Declarant further reserves the right, in its sole, absolute and arbitrary discretion to develop an alternative and separate project to the lands comprising Phase II which may be a separate residential project.

Delivered to each Purchaser with this Disclosure Statement are reduced copies of the draft Condominium Plan showing the proposed location of the Condominium as well as the units in the Condominium. The draft Condominium Plan is provided to indicate approximate location only and may not be relied upon for actual location of partition walls, interior room location, room size, location of fixtures or other details which may be noted on the draft Condominium Plan. The draft Condominium Plan is intended to give purchasers an overview of the units in the Condominium and the location of the Condominium. The actual location of driveways, ramps, buildings and other structures to be developed within the Property may be altered and/or revised to comply with decisions and approvals of the Municipality and other appropriate governmental authorities, final site plan approval, design, construction and other matters. The Declarant reserves the right to reconfigure the Project from time to time.

Also delivered to each Purchaser with this Disclosure Statement is a draft plan of condominium showing the location of buildings, units, roads and amenities for Phase II of the Condominium. The Draft Reference Plan which is also included with this Disclosure Statement, indicates the delineation of Phase II of the proposed condominium.

Purchasers in the Condominium are notified that during the construction of the Condominium and Phase II, both before and after occupancy of the Residential Units, the Declarant, its contractors, suppliers, trades and authorized agents will be entitled to use those portions of the common elements of the Condominium as may be necessary and that, during construction, a certain amount of dust, noise and heavy traffic will occur. The Declarant will take reasonable efforts to ensure that its contractors, suppliers and trades will carry out their work on behalf of the Declarant, in such a manner as to reasonably reduce and minimize the degree of interference and discomfort of the residents of the Condominium, with their use and enjoyment of the Property, provided that nothing shall derogate from the right of the Declarant to carry out and complete construction of the Project. In addition, it may be necessary for the Declarant to close, temporarily, some or all of the recreational and amenity facilities within the Condominium and/or to remove portions thereof or to temporarily remove or close off portions of the



common element areas of the Condominium, including portions of the driveway and portions of the underground garage within the Condominium. In accordance therewith, the Declarant shall be entitled to a temporary easement, without fee or compensation, for such purposes. In addition, provided that the Declarant exercises reasonable care and diligence in carrying out any construction within the said lands in compliance with applicable by-laws, regulations and ordinances, the Corporation will be under a duty to co-operate with the Declarant and associated companies to facilitate construction of the Project which may include, for example, the operations of a construction crane and swing above some portions of the Condominium.

Purchasers are further advised that notwithstanding the completion and construction of the amenities and facilities which are to be contained in the Condominium and the Visitor Parking (as defined below), until completion of the Declarant's sales/marketing/construction/customer service program with respect to the Condominium (including Phase II) and/or other lands owned or controlled by the Declarant or any company associated with the Declarant in the general vicinity of the Condominium, the Declarant, its sales staff, agents, employees and invitees shall have the continued right of access to inspect and view and use such areas without fee or charge, and any other portion thereof as part of its marketing/sales/construction/customer service program, including a sales/rental/administrative office, advertising signage and displays and model suites for display purposes as the Declarant may select. The Declarant shall not be charged for the use of such areas nor for any utility supplied thereto, nor shall the Condominium (or anyone on their behalf) prevent or interfere with the Declarant's right of access and use of such areas in the manner as aforesaid, it being acknowledged and agreed that it is in the ultimate best interests of all parties that the Declarant successfully complete its marketing/sales/construction/customer service programs for the Condominium, including Phase II.

The Declarant has made or will be making applications for zoning approval, site plan approval and condominium draft plan approval and may also be obligated to enter into various development and collateral agreements with the Municipality and other applicable governmental authorities for the Project. These agreements, if required, will enure to and be binding on the Corporation following registration. The Declarant reserves the right to implement any changes necessitated in order to obtain such approval(s) required by the applicable governmental authority.

The Declarant reserves the right, in its sole, absolute and arbitrary discretion, to simply incorporate the whole or any part of Phase II into the Condominium prior to its registration, and in such event this Disclosure Statement and the accompanying proposed condominium documents shall be deemed to be amended accordingly to reflect a standard condominium corporation that is not a phased condominium corporation or that the number of units have been amended.

#### 4.3 Proposed Types and Number of Units

- (i) It is proposed that the Condominium, when all two Phases are complete will consist of approximately four hundred and eighty-seven (487) residential dwelling units (the "Residential Units").

Phase I is to consist of approximately three hundred and twenty-four (324) Residential Units contained within an approximately eight (8) storey building plus an additional roof-top one (1) storey to be used for mechanical purposes, with approximately two (2) levels of below grade parking on the Property.

Phase II is proposed to consist of approximately one hundred and sixty-three (163) Residential Units contained within an approximately eight (8) storey building plus an additional roof-top one (1) storey to be used for mechanical purposes, as well as a four (4) storey portion of such building plus an additional roof-top one (1) storey to be used for amenity purposes, with approximately two (2) levels of below grade parking on the Property.

The Declarant proposes to construct Residential Units which will be offered in a choice of bedroom layouts and therefore, the Declarant cannot state with any certainty the number of bedroom(s) per Residential Unit as same will be dependent on choices made by individuals at the time of purchase.

Purchasers are advised that the Declarant shall have the right to increase or reduce the number of Residential Units in the Condominium or in any or all of Phase I or Phase II, including, without limiting the generality of the foregoing, by increasing or decreasing the number of floors in the building and/or by splitting or combining one or more proposed Residential Units and/or changing the style or configuration and the types of Residential Units contained in the Condominium, Phase I or Phase II, in its sole discretion; provided however that the Purchaser's Residential Unit shall not be materially altered as a result of the foregoing changes to the Condominium and provided that the Purchaser's proportionate share of common interest and common expenses as set out in the Declaration, shall not be materially altered. In the event of such changes to the Condominium, the Declaration and the Budget will be amended accordingly and such changes shall not be construed as material amendments to this Disclosure Statement. Please refer to the Declaration for further details and restrictions with respect to these units.

The Declarant reserves the right, in its sole discretion to increase or decrease the height of the building, in either Phase I or Phase II, including the number of levels of below grade parking. In that event, the total number of Residential Units and/or Parking Units (as defined below) and/or Locker Units (as defined below) in the building(s) shall be increased or decreased accordingly. In the event of such changes, the Declaration and the Budget will be amended accordingly, and such changes shall not be construed as material amendments to the Disclosure Statement.

- (ii) It is anticipated that the proposed Condominium, when all phases are complete will consist of approximately four hundred and fifty-five (455) parking units (the "**Parking Units**") all of which will be located on Levels A and B of the Condominium. It is anticipated that Phase I will contain approximately three hundred and thirty-three (333) Parking Units and Phase II will contained approximately one hundred and twenty-two (122) Parking Units. A certain number of the Parking Units may be designated for use by disabled owners in the Condominium as may be required by the applicable governmental authorities. Please refer to the Declaration for further details and restrictions with respect to these units. Owners of Residential Units in the Condominium may purchase, subject to availability, Parking Units on terms and conditions to be established by the Declarant. Purchasers are advised that the Declarant shall have the right to increase or decrease the number of Parking Units in the Condominium, Phase I or Phase II, which may result in additional or fewer levels of underground parking and/or a reconfiguration of the underground parking. In the event of such changes, to the Condominium, the Declaration and the Budget will be amended accordingly and such changes shall not be construed as material amendments to the Disclosure Statement. Please refer to the Declaration for further details and restrictions with respect to these units. Purchasers are further advised that ownership of some of these Parking Units may be retained by the Declarant. The Declarant may retain ownership of any Parking Units not sold to Purchasers of Residential Units and may dispose of its interest in any Parking Units retained by it in accordance with the terms of the Declaration. The location of Parking Units acquired by the Purchaser shall be assigned by the Declarant, in its sole and absolute discretion, on or before the interim occupancy date. The Purchaser acknowledges that Parking Units will vary in size, shape and convenience of location. The Declarant shall have the right to re-assign and/or re-number Parking Units in its sole and absolute discretion prior to the final closing date. The Purchaser acknowledges that some Parking Units may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities.

Certain of the Parking Units may contain electric automobile charging stations or wiring and/or conduits allowing for the installation of electric automobile charging stations as described in Section 4.8 hereof.

- (iii) It is anticipated that the proposed Condominium, when all phases are complete will consist of approximately four hundred and eighty-seven (487) locker units (the "**Locker Unit(s)**") located on Levels A and B of the Condominium. It is anticipated that three hundred and twenty-four (324) of the Locker Units will be located in Phase I and one hundred and sixty-three (163) of the Locker Units will be located in Phase II. Owners of Residential Units in the Condominium may purchase, subject to availability, a Locker Unit on terms and conditions to be determined by the Declarant. Purchasers are also advised that the Declarant shall have the right to increase or decrease the number of Locker Units in the Condominium, Phase I or Phase II, in which event the proportionate share of common interests and contribution to common expenses for each of the Locker Units will be increased or decreased accordingly. Please refer to the Declaration for further details and restrictions with respect to these units. The Declarant also reserves the right to change the location of the Locker Units, including within Phase I and/or Phase II. The Declarant may retain ownership of any Locker Unit not sold to Purchasers of Residential Units and may dispose of its interest in any Locker Unit retained by it in accordance with the terms of the Declaration. The location of Locker Units acquired by the Purchaser shall be assigned by the Declarant, in its sole and absolute discretion, on or before the interim occupancy date. The Purchaser acknowledges that Locker Units will vary in size, shape and convenience of location. The Declarant shall have the right to re-assign and/or re-number Locker Units in its sole and absolute discretion prior to the final closing date. The Purchaser acknowledges that some Locker Units may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities.

#### 4.4 Utilities/Cable Television/Telephone/Refuse Collection/Mail

(a) (i) Hydro, Water and Gas

The Condominium is being designed so that hydro, water and gas service supplied to the Condominium is bulk metered. The cost of hydro, water and gas consumed within the common element areas comprises part of the common expenses and is included in the Budget Statement.

The Declarant intends to install sub-meter or consumption meters to each of the Residential Units, which meters shall read the amount of hydro and water being consumed in each of the Residential Units. Owners will then be billed by the Corporation or a third party company in accordance with the sub-meter reading. Each Owner would then be responsible to pay the costs of the sub-metered hydro and water supplied to his/her Residential Unit as determined by the said sub-meter for his/her Residential Unit, together with any deposits, interest, penalties, administration and processing fees, as applicable, and such payment will not be credited against his/her obligation to pay common expenses. Purchasers are advised that in the event the Declarant or the Corporation retains the services of a third-party service provider(s), as aforesaid to read the sub-meters and to supply invoices for hydro and water services consumed within any Unit, the said company may charge a monthly administration and distribution fee to each Owner, and may require payment of a security deposit on or before the Occupancy Date. Purchasers agree to sign all contracts, documents and acknowledgements that may be required from time to time, by the Declarant or the third-party service provider(s) in this regard. The Corporation may also be required to enter into a utility supply and services agreement or agreements (the "**Utility Supply and Services Agreement**"), as hereinafter described, with the third-party service provider(s) or distributor to confirm that such third party service provider(s) owns the utility consumption meters and governing the understanding with the Corporation concerning the ownership, operation, maintenance, repair and replacement of the utility distribution system

within the building. If, for any reason, the Declarant determines, in its sole and absolute discretion, not to provide separate sub-meter or consumption meters for hydro and/or water same will be bulk metered, added to the common expenses and included in the Budget and such additional costs shall be deemed not to be a material change.

(ii) General

In the event that a unit owner, by reason of his/her particular use and occupation of the unit, appears to consume any particular utility to a materially greater extent than other unit owners, as reasonable determined by the Declarant or the Board of Directors of the Condominium, whose decision in this regard will be final and binding, and if no sub-meter or consumption meter has been previously installed for any such utility, the Declarant or the Board of Directors may install check meter(s) at the sole cost of the unit owner and the unit owner shall pay in addition to common expenses for his/her unit, the excess utility costs as determined by the check meter(s) (i.e. the value of consumption as determined by the check meter(s) less the portion contributed on account of such utility consumption as part of the common expenses), which payments will be deemed to be additional contributions toward common expenses and recoverable as such.

(b) Internet, Automations System and Cable Television

Each Residential Unit will be prewired for cable television, internet access and an automation system. The Declarant intends to arrange for internet access and an automation system to be provided on a bulk basis for the entire building at a cost as set out in the Budget, in which case the Corporation will be required to enter into and/or assume a supply and services agreement with respect to same. Purchasers agree to sign all contracts, documents and acknowledgements that may be required from time to time by the Declarant or the third-party service provider(s) with respect to the provision of bulk internet. The automation system is intended to include automated entry, integrated security controls, community camera viewing, thermostat control and other features as determined by the Declarant. Please refer to the Budget for the anticipated costs associated with this. Provided however that if, for any reason, the Declarant is unable to provide bulk internet access, each Residential Unit owner will be required to contract independently with a service provider for internet service and the Budget will be amended accordingly and such amendment shall be deemed not to be a material change. It is anticipated that television service will not be provided on a bulk basis and each owner must contract independently with the service provider for the supply of the service. The Declarant may enter into an easement agreement with one or more suppliers of television and/or internet and/or automation services as selected by the Declarant in its sole discretion (the “**Cable Suppliers**”) for the installation, maintenance and repair of cable, television, automation or other similar television service or internet service or automation in the Condominium. Such agreement(s) will not be subject to immediate termination pursuant to the Act. Although the Cable Suppliers will not have exclusive rights to provide television service to the Condominium, the wiring installed in the Condominium to carry television signals will be the property of the Cable Supplier that provides it. Each Cable Supplier will continue to have the right to use the insider wire provided by it without interference to provide communication services as long as and to the extent that the subscribers serviced by any inside wire of such Cable Supplier wish to subscribe for television service/internet access/automation from such Cable Supplier.

(c) Telephone

Each Residential Unit will be pre-wired for telephone services. Each Residential Unit owner must contract independently with the service provider for telephone services.

(d) Refuse Collection and Recycling

Regional refuse collection is anticipated to be provided to the Residential Units within the Condominium. Recycling of refuse is required by the Municipality and residents will be required to sort refuse in accordance with the recycling requirements of the Municipality. If, for whatever reason, Regional refuse collection is not available, the Declarant will contract with a private company for the collection of refuse and recyclables from the Condominium. In that event, the Budget will be amended to take into account the increased cost associated with private refuse collection and disposal and such additional costs shall not be deemed to be a material change. In addition, the Declarant presently intends to install a recycling system to allow residents to dispose of refuse and recyclables through the refuse chute located on each floor. If such a system is not installed for whatever reason, residents will be required to take recyclables to designated bins located within the refuse collection facility in the Building.

(e) Mail Delivery

Residents will not receive mail delivery on a door to door basis but will be required to retrieve mail from a central mailbox facility(s) located on Level 1 of the Condominium.

4.5 Recreational and Other Amenities

(a) Amenities To Be Provided

1. The Declarant intends to provide the following recreational and other amenities to the Condominium which anticipates will be located within Phase I:
  - (i) Concierge station in the lobby area staffed for twenty-four (24) hours per day, seven (7) days a week;
  - (ii) Parcel storage room;
  - (iii) Resident bicycle storage racks which shall form part of the common elements;
  - (iv) Pet wash station;
  - (v) Manual car wash station;
  - (vi) Gym;
  - (vii) Party room with kitchen;
  - (viii) Putting greens;
  - (ix) Eighty-four (84) visitor parking spaces;
  - (x) Bicycle repair stations.
2. The Declarant intends to provide the following recreational and other amenities to the Condominium which anticipates will be located within Phase II:
  - (i) Shared work space/boardroom/lounge;
  - (ii) Razul spas;
  - (iii) Fireside seating area;
  - (iv) Rooftop swimming pool;

- (v) Catering kitchen with game room;
- (vi) Media lounge;
- (vii) Rooftop terrace, indoor kitchen and lounge;
- (viii) Rooftop courtyard with barbeque, dining and sitting areas;
- (ix) Outdoor basketball court;
- (x) Outdoor community gardens;
- (xi) Forty-one (41) visitor parking spaces.
- (xii) Bicycle repair stations.

(b) Restrictions for Amenities

- (i) Owners of Residential Units in the Condominium, their respective household and invited guests or their tenants shall have the use of the amenities located within the Condominium subject to the Rules of the Condominium Corporation;
- (ii) The Declarant shall determine the type of furnishings and equipment to be provided for the amenities listed above and in connection with all or any other areas of the Condominium and common elements in its sole discretion and same may be provided after registration of the Condominium under the Act;
- (iii) The amenities are presently conceptual. Other amenities may be substituted for the amenities listed above or additional amenities may be provided or some or all of the amenities listed above may be removed and therefore never constructed. In addition, some or all of the amenities listed above may be relocated in one manner or another.

(c) Commencement and Completion Dates for Construction of Amenities

Construction of the amenities to be located within Phase I is anticipated to commence in the spring of 2021, and the proposed date for their completion is summer of 2025. Please note, however, that the foregoing anticipated dates may be delayed due to strikes and other labour disruptions, as well as shortages of material(s) and equipment, or due to inclement weather conditions, or by other causes or events beyond the Declarant's control. Notwithstanding the foregoing, completion of the recreational and amenity facilities to be located within Phase I of the Condominium will occur within twelve (12) months following registration of the Condominium.

(d) Amenities To Be Provided During the Period of Interim Occupancy

It is unlikely that any of the amenities to be contained within the Condominium will be operational and available for use or enjoyment by any unit purchasers during their respective periods of interim occupancy.

4.6 Easements

The Condominium will be subject to those easements as disclosed by the registered title and created in Schedule "A" to the Declaration. In addition to the easements existing and noted on title to the Property as of the date of this Disclosure Statement, further easements are contemplated to be registered. The Condominium may receive and may be subject to easements as required for the purpose of providing access to servants, agents and contractors, to maintain, repair, replace or service any equipment, system or any other item provided by any utility; and for easements in favour of the Declarant for the purpose of providing access for contractors, installation of facilities and other associated easements required for the construction of the Condominium, including Phase II, or any other easements which may be required by the Municipality or other approval authority.

The easements, are stated in this Disclosure Statement in a general nature, as the specific locations for the easements and the reference plans have not yet been finally determined.

#### 4.7 Visitor Parking

Approximately one hundred and twenty-five (125) visitor parking spaces may be located on Levels 1 and A, which, if made available, will be available for use by visitors and guests of Owners and occupants of Residential Units within the Condominium, including Phase II. It is anticipated that approximately eighty-four (84) visitor parking spaces will be located within Phase I and approximately forty-one (41) visitor parking spaces will be located within Phase II. There will be no charges payable by the visitors for the use of these visitor parking spaces. The Declarant reserves the right to increase or decrease the number of visitor parking spaces, provided same conforms to the by-laws of the applicable governmental authority, including the availability of visitor parking spaces designated for disabled persons, if required. The Declarant also reserves the right to change the location of the visitor parking spaces including, within Phase I and/or Phase II. Persons using the visitor parking spaces will be required to obtain a parking pass at all times. Owners of cars parked in the visitor parking spaces, without a parking pass, are subject to being tagged and/or towed without notice, at the Owner's expense. The Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the visitor parking spaces until such time as title to all of the Units in the Condominium, including Phase II have been conveyed by the Declarant and until any applicable warranty periods have expired. Please refer to the Declaration and the Rules of the Condominium for further details regarding the use of the visitor parking spaces.

#### 4.8 Electric Automobile Parking Units

The Condominium may contain a limited number of Parking Units (the “**Electric Automobile Parking Units**”) that may contain electric automobile charging stations or wiring and/or conduits allowing for the installation of electric automobile charging stations for the use of an electric automobile that is partially or entirely powered by electricity and is required to plug in to recharge (the “EA”). In the event that an Owner or tenant of a Residential Unit has or acquires an EA and does not own or otherwise occupy an Electric Automobile Parking Unit, and provides notice in writing to the Corporation requesting the use of an Electric Automobile Parking Unit, the user or any person occupying the Electric Automobile Parking Unit, provided such user is not an owner of an EA, upon notice from the Corporation, shall be required to exchange with such Owner/tenant the right to occupy that Electric Automobile Parking Unit with the Parking Unit such person had the right to occupy. Such exchange for the right to use will cease upon the date on which the Owner of that Residential Unit ceases to operate the EA. No rent, fees, charges or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with the above-noted procedure. Any Owner of an EA shall be responsible, at its sole cost and expense, for any work required to energize the Electric Automobile Charging Station including meters or sub-meters, outlets, wiring, conduits or other work in connection therewith, all of which must be completed in accordance with all applicable government and utility regulations and subject to the approval of the Corporation. The EA owner will be responsible, at its sole cost and expense for all electricity and administrative charges in connection with the use of the Electric Automobile Parking Unit.

#### 4.9 Smoking

The Declaration and the Rules contain a prohibition on smoking within the Common Elements (except as set out below), including any exclusive use Common Elements and within nine meters of any door or window of any building or structure on the Property. Smoking includes the inhaling, breathing, vaping or possession of any ignited cannabis, cigarette, cigar, pipe, electronic cigarette or other product containing any amount of tobacco, cannabis or other smoke producing substance. Smoking is permitted within a Residential Unit provided however it does not constitute a nuisance as set out in the Declaration or Rules. Smoking is also permitted in those portions of the Common

Elements being the outdoor rooftop terraces as long as it is not within the nine metres of any door or window of the building.

**V NO CONVERSION OF RENTED RESIDENTIAL PREMISES**

5.1 The Declarant has not made application pursuant to subsection 9(4) of the Act for the approval to convert previously used or existing rented residential premises to condominium tenure.

**VI ONTARIO NEW HOME WARRANTIES PLAN ACT ("ONHWPA")**

6.1 Applicability

The Property is subject to the ONHWPA.

6.2 Enrollment

As at the date of this Disclosure Statement, the proposed Residential Units and common elements have not been enrolled under the ONHWPA. The Declarant intends to enroll the Residential Units and the common elements in the Condominium pursuant to the ONHWPA in accordance with the regulations made under the ONHWPA.

**VII CONVERSION FROM PREVIOUS USE**

7.1 No building on the Property, nor any proposed units, have been converted from a previous use. The Building to be constructed on the Property and comprising the Condominium will be new construction.

**VIII NON-RESIDENTIAL USE**

8.1 None of the Units may be used for commercial or other purposes not ancillary to residential purposes. The Residential Units may only be used in accordance with the prevailing zoning by-law. No part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.

**IX BLOCKS OF UNITS MARKETED TO INVESTORS**

9.1 The Declarant reserves the right to market Units in blocks to investors. No restriction has been placed on the number of Units that may be purchased by an individual or a corporation.

**X PORTION OF UNITS DECLARANT INTENDS TO LEASE**

10.1 While the Declarant intends to market and sell all of the Residential Units in this Condominium to individual unit purchasers, the Declarant reserves the right to lease any units in the Condominium to one or more third party tenants (particularly if the prevailing market makes it economically viable to do so, where sales are not easily achieved or obtainable), and accordingly, the portion of units (to the nearest anticipated 25 percent) that the Declarant intends or anticipates to lease is presently 0 percent.

**XI DECLARATION, BY-LAWS AND RULES**

11.1 Accompanying this Disclosure Statement is a copy of the proposed Declaration, By-laws and Rules.

**XII BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS**

12.1 Proposed Management Agreement (Section 111 of the Act)

(a) The Corporation will enter into a Management Agreement with a condominium property manager (the "**Manager**") pursuant to which the Manager is to be the sole and exclusive representative and managing agent of the Corporation subject to overall control of the Corporation, for a period of three (3) years from the date



of registration of the Declaration. The duties of the Manager are fully set out in the Management Agreement and do not include the duties of the directors and officers of the Corporation as set forth in the by-laws unless specifically stated otherwise in the Management Agreement. The Manager is entitled to act in the name of the Corporation in order to carry out the Corporation's duties under the Declaration, the Act and the By-laws. The Manager will collect and expend the common expenses and supply monthly statements and annual budgets.

- (b) The Corporation is to pay the Manager for its managerial services the sum as set out in the Budget during the first year of the Management Agreement. The Management Agreement may be terminated by the Corporation pursuant to the provisions of Section 111 of the Act.
- (c) The duties of the Manager include enforcing the terms of the Declaration, by-laws and rules; advising the Board as to any additional by-laws or rules which should be established to assist in the operation of the Property; collecting and receiving monies payable by the Owners and depositing same into the appropriate trust accounts; utilizing such funds to make payments of accounts including insurance, repairs and maintenance; attempting to collect delinquent accounts; keeping accurate accounts and records of financial transactions involved in the management of the Property.
- (d) The Manager may engage a parent or subsidiary corporation or person affiliated to perform any work or services for the Corporation subject to the restrictions set out in the Management Agreement. Upon registration of the Declaration and thereafter prior to the beginning of each fiscal year during the term of the Management Agreement, the Manager shall provide the Board with an estimated budget for the following year.
- (e) A copy of the proposed Management Agreement is included with this Disclosure Statement. Purchasers are advised to review the actual Management Agreement for a complete understanding of the provisions contained therein. This summary is qualified in all respects by the Management Agreement itself.

## 12.2 Other Agreements

- (a) Each of the following agreements may be terminated by the Corporation pursuant to the provisions of Section 112 of the Act:
  - (i) Reserve Fund Study

The Condominium is obliged to establish and maintain one or more reserve funds to cover the costs of the major repair and replacement of the common elements and assets of the Condominium. In turn, the Condominium is obliged to retain an independent and qualified consultant to conduct a reserve fund study, for and on behalf of the Condominium, within the first year following registration, in accordance with the provisions of section 94(4) of the Act. The reserve fund study will confirm, amongst other things, the adequacy of the reserve fund, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy. The reserve fund study must be updated on a periodic basis, at the times and in the manner prescribed by the Act. Pending the Condominium's receipt of the first reserve fund study and its implementation of a proposed funding plan with respect thereto (if same is necessary), the total amount of the contributions to the reserve fund shall in no case be less than 10% of the budgeted amount required for contributions to the common expenses, exclusive of the reserve fund.

The proposed first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study, for and on behalf of the Condominium. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant, to undertake the reserve fund study on behalf of the Condominium immediately after the Condominium has been created. In the event

that the non-declarant board of directors terminates the contract entered into and chooses to retain an alternate consultant to undertake the reserve fund study, or to prepare a second reserve fund study at a cost or figure higher than the negotiated price or additional cost in the case of a second study, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the reserve fund study is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details

(ii) Performance Audit

The Condominium will be obliged to engage or retain a consultant [who holds a certificate of authorization within the meaning of the Professional Engineers Act, or alternatively a certificate of practice within the meaning of the Architects Act] to conduct a performance audit of the common elements on behalf of the Condominium, no earlier than 6 months and no later than ten (10) months following registration, in accordance with the provisions of section 44 of the Act, and to inspect and report on the condition or state of repair of all major components of the building(s) comprising part of the common elements as specified by the Act. Before the end of the 11<sup>th</sup> month following the registration of the declaration, the person who conducts the performance audit is obliged to submit his or her report on the state of the deficiencies (if any) with respect to the common elements of the Condominium, to the board of directors, and to file such report with the Tarion Warranty Corporation. Once such report has been filed with the Tarion Warranty Corporation, it shall be deemed to constitute a notice of claim under the *Ontario New Home Warranties Plan Act R.S.O. 1990* as amended, for the deficiencies disclosed therein.

Pursuant to the provisions of the Declaration, the Condominium is obliged to permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the performance audit while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the performance audit, and to also permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the performance auditor in connection with the performance audit (if the Declarant chooses to do so) for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the performance auditor, prior to the end of the 11<sup>th</sup> month following the registration of the Condominium and the corresponding submission of the performance auditor's report to the board and the Tarion Warranty Corporation.

The proposed first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the performance audit. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant to undertake the performance audit on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate consulting engineer or architect to undertake the performance audit, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the performance audit is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

(iii) Financial Audit

The Condominium is obliged to retain the services of a qualified and independent chartered accountant or auditor, in order to have audited financial statements prepared as of the last day of the month in which the turnover meeting is scheduled to be held. Said financial statements are obliged to be delivered by the Declarant to the board within 60 days after the turnover meeting, in accordance with section 43(7) of the Act, but all such financial statements are to be prepared at the expense of the Condominium. In addition, the Condominium's auditor must prepare a set of annual audited financial statements in respect of the Condominium and the auditor must present said financial statements before the annual general meeting of the owners, and submit a formal report on such statements to the Condominium (on behalf of the owners) in accordance with the provisions of sections 66 to 71 of the Act.

The proposed first year budget statement makes specific reference to the estimated cost of retaining a qualified accountant to prepare and conduct all requisite financial statements and audits required or prescribed by the Act during the first year of the Condominium's operation. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party accountant, to undertake the financial statements and audits on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate accountant or auditor to prepare and conduct all requisite financial statements and audits during the first year, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the financial statements and audits are concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

(iv) Utilities Supply and Services Agreement(s)

As previously set out, the Declarant (on behalf of the Condominium) may enter into a contract or contracts with a third party service provider or providers (collectively, the "Provider") for the installation of electricity and/or water and/or supply of electricity and/or water to the Condominium. In addition, the Declarant (on behalf of the Condominium) may enter into a contract or contracts with a Provider to read, maintain and repair the electricity and/or water sub-meters on a periodic basis and to issue invoices to the owner or occupant of each unit for the amount of electricity and/or water consumed by each unit plus associated costs. In such event, the Purchaser acknowledges:

- (i) the Provider will make a capital contribution to the Condominium by supplying, installing, proving and commissioning any such meters. The meters shall not be a fixture or form part of the common elements fo the Condominium or property of any Owner and shall be owned by the Provider at all times. The Owner, Condominium and/or occupants shall not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage such meters;
- (ii) each Residential Unit shall be separately sub-metered to measure the consumption of electricity and/or water and associated costs for each Residential Unit shall not be part of the common expenses allocable to such Residential Unit. Each Residential Unit Owner and/or occupants shall be responsible for payment of all costs and expenses for electricity and/or water consumed by the Residential Unit. As previously set out, the Declarant shall have the right to determine which of the Residential Units shall be serviced with gas. The Provider shall have access rights specified in the Utility Supply and Services Agreement as well as other rights to be contained therein;

- (iii) each Residential Unit Owner and/or occupant shall sign a Utility Supply and Services Agreement and deliver such signed agreement to the Provider on or before the Occupancy Date. Each Residential Unit Owner and/or occupants may be required to pay a security deposit to the Provider on or before the Occupancy Date and the Provider shall have the right to conduct credit checks on each Residential Unit Owner and/or occupant;
- (iv) in the event that a Residential Unit Owner and/or occupant fails to pay any amount owing to the Provider when due, the Provider may employ its normal collection practices which may include terminating the supply of electricity and/or water to the Residential Unit until all amounts owing by such Residential Unit Owner and/or occupant to the Provider have been paid in full; and
- (v) the Condominium shall enter into a Utility Supply and Services Agreement and in the event that such agreement is terminated pursuant to Section 112 of the Act or otherwise, the Provider shall have the right (but not the obligation) to remove their meters (or any part thereof) from the Condominium and/or recover its capital investment in the Condominium and all associated termination, disconnection and removal costs.

(b) Warranty Agreement Between Condominium and the Declarant

The Declarant Board shall enter into an agreement (the "**Warranty Agreement**") on behalf of the Corporation with the Declarant, which shall provide that:

- (i) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act, the ONHWPA and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program;
- (ii) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to the Property, the Condominium and the Building shall be through the process established for and administered by Tarion Warranty Corporation;
- (iii) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
- (iv) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement;
- (v) The Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any matter or thing relating to the Property, the Condominium or the Building against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity. Such acknowledgment and agreement maybe pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes or action against any person or legal entity other than the entity named as the Declarant; and
- (vi) The Warranty Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting.

(c) Miscellaneous Contracts

The Declarant Board will enter into such contracts as may be necessary or required for the provision of services to the Condominium including, without limitation, hydro, water, gas, (including any sub-metering of any utility as described in sub-paragraph (a)(iv) above), bulk internet and automation service (as described in paragraph 4.4(b) hereof), landscaping, snow removal, pest control, window washing, garage sweeping and maintenance, provision of supplies, cleaning services, insurance, accounting services, garbage removal and other such matters as may be required for the orderly operation of the business of the Corporation, some of which may be terminated by the Corporation pursuant to Section 112 of the Act.

12.3 Mutual Use Agreements (Section 113 of the Act)

The Declarant does not intend on entering into agreements for the mutual use, provision or maintenance or cost sharing of facilities or services.

12.4 Portion of Common Elements Subject to a Lease

The Declarant does not intend for the Corporation to enter into a lease affecting part or the whole of the Common Elements.

**XIII AMALGAMATION**

13.1 Statement regarding amalgamation

(a) The Declarant does not intend to cause the Corporation to amalgamate with any other existing or proposed condominium corporation within sixty (60) days of the date of registration of the Corporation's declaration and description nor does the Declarant have any knowledge that the Corporation intends to amalgamate with another corporation.

(b) No amalgamation is intended or proposed between this Condominium and any other existing or proposed condominium corporation. Accordingly, no amalgamation documentation is available nor enclosed herewith.

**XIV BUDGET STATEMENT**

14.1 A Budget Statement for the one year period immediately following registration of the Declaration and the Description is included with this Disclosure Statement. One of the largest components of the Budget is the cost attributed to utilities. The cost of each utility has been determined based on the estimated total consumption of the utility multiplied by the estimated cost per unit of consumption. The Budget will be revised to reflect the cost of utilities based on the greater of the cost per unit of consumption as specified in this Budget, and the cost per unit of consumption at the time of registration of the Condominium multiplied by the total number of units of consumption as specified in the Budget. It is the intention of the Declarant that the cost of utilities should be borne by the Corporation and not subsidized by the Declarant as part of the Declarant's obligations pursuant to section 75 of the Act.

**XV FEES OR CHARGES TO BE PAID TO THE DECLARANT OR OTHERS**

15.1 There are no fees or charges that the Condominium is required or intended to pay to the Declarant. There are no fees or charges that the Condominium is required or intended to pay to any other person or persons, except as expressly provided or contemplated in the proposed first year Budget Statement of the Condominium or as otherwise set out in this Disclosure Statement. Please therefore refer to the first year Budget Statement for all projected or anticipated expenses of the Condominium, and the corresponding services being provided.

**XVI RESCISSION RIGHTS (Section 73 of the Act)**

16.1 The following is a copy of Section 73 of the Act which sets out the rescission rights available to a purchaser of a unit in the Condominium:

- “(1) A purchaser who receives a disclosure statement under subsection 72(1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form.
- (2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of:
- (a) the date that the purchaser receives the disclosure statement; and
  - (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.
- (3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.”

**XVII RESCISSION RIGHTS UPON MATERIAL CHANGE (Section 74 of the Act)**

17.1 The following is a copy of Section 74 of the Act which sets out what constitutes a “material change” and the rescission rights available to a purchaser of a unit in the Condominium in the event of a material change:

- “(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72(1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser .
- (2) In this section,
- “material change” means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,
- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation;
  - (b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turn-over meeting has been held under Section 43;
  - (c) a change in the portion of units or proposed units that the declarant intends to lease;
  - (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made; or

- (e) a change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation.
- (3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.
- (4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.
- (5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change.
- (6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,
  - (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
  - (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and
  - (c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination.
- (7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor.
- (8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5).
- (9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.
- (10) The declarant shall make the refund,
  - (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or

- (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8).”

**XVIII INTEREST ON DEPOSITS**

- 18.1 Pursuant to subsection 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest the Declarant is required to pay to the purchaser under Section 82 of the Act.

**XIX USE OF COMMON ELEMENTS**

- 19.1 The Declarant does not intend to permit any part of the common elements to be used for commercial or other purpose not ancillary to residential purposes.

**XX STANDARD UNIT**

- 20.1 Accompanying this Disclosure Statement is a copy of the schedule that the Declarant intends to deliver to the board under Clause 43(5)(h) of the Act setting out what constitutes a standard unit for each class of unit.

**XXI MAJOR ASSETS TO BE PROVIDED BY DECLARANT, EVEN THOUGH IT IS NOT REQUIRED TO DO SO**

- 21.1 The Declarant does not intend to provide any major assets or property to the Corporation that it is not required to. The Declarant shall determine the type of furnishings and equipment to be provided in connection with all or any amenity areas of the Condominium and common elements in its sole discretion and same may be provided after registration of the Condominium under the Act.

**XXII UNITS, ASSETS OR SERVICES THE CORPORATION MUST PURCHASE FROM THE DECLARANT**

- 22.1 There are no units, assets or services that the Corporation is required to purchase from the Declarant.

**XXIII ADJOINING LANDS**

- 23.1 The Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant does own lands adjacent to the lands described in the description of the Condominium, which lands comprise the following:

- (a) Phase II being the lands intended to be incrementally added to this Condominium as herein described;

The Declarant has made or will be making applications for zoning approval, site plan approval and condominium draft plan approval to the Town of Oakville with respect to these lands and may also be obligated to enter into various development and collateral agreements with the Municipality and other applicable governmental authorities relating to Phase II.

**XXIV RULES**

- 24.1 Purchasers are hereby advised that pursuant to section 58 of the Act, the board may make, amend or repeal rules respecting the use of the units and common elements, in order to promote the safety, security and/or welfare of the owners and of the property and assets of the Condominium, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units and/or the assets of the Condominium. The rules shall be reasonable and consistent with the provisions of the Act, the declaration and the by-laws of the Condominium. Every rule made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding



two years, in which case such rule or the amendment thereto is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called and convened, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.

The rules shall be complied with and enforced in the same manner as the by-laws of the Condominium, but the owners may, at any time, and from time to time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, each of the rules shall be observed by all owners, and by all residents, tenants, invitees and licensees of the units.

Purchasers should pay specific attention to the proposed rules of the Condominium accompanying this Disclosure Statement, which will be adopted and approved by the board of directors of the Condominium following the registration of the declaration, in accordance with the provisions of the Act. Amongst other things, these rules restrict, regulate or otherwise deal with alterations to the common elements, the disposal of garbage, the emission of noise, the obstruction of walkways, the parking of vehicles, the planting of flowers, the utilization and installation of barbecue equipment, the storage or placement of patio furniture, the keeping of pets and the implementation of any repair work between certain designated hours.

Purchasers should also note that all costs and damages incurred by the Condominium as a result of a breach of any of the rules committed by any owner (or by such owner's tenants or guests) shall be borne by such owner and be recoverable by the Condominium against such owner in the same manner as common expenses.

## **XXV PHASED CONDOMINIUM CORPORATION**

### **25.1 Intent to Create Phases**

The Declarant intends to create one or more phases after the creation of the Unit or proposed Unit.

### **25.2 No Requirement to Create Phase**

Under clause 147(1)(b) of the Act, the Declarant is not required to create a phase after the creation of the Unit or proposed Unit.

### **25.3 Projected Years to Create Future Phases**

The projected year of registration of the amendments to the Declaration and Description required for creating each phase that the Declarant intends to create after the creation of the Unit or proposed Unit are as follows:

Phase II - Year: 2028

### **25.4 Number of Units in Future Phases**

The approximate number of the Units in each phase that the Declarant intends to create after the creation of the Unit or proposed Unit are as follows:

Phase II - approximate number of Units: 163 Residential Units,  
122 Parking Units,  
163 Locker Units.

Declarant reserves the right to increase or decrease the number of Units in any Phase including Phase I which will result in a concomitant addition or reduction of an equal number of Units in the other phase. The total number of Units in a particular phase may be modified as a result of market conditions. Upon completion of all phases, the total number of Units in the Condominium is anticipated to be four hundred and eighty-seven (487) Residential Units, four hundred and fifty-five (455) Parking Units and four hundred and eighty-seven (487) Locker Units.

## 25.5 Legal Description of Future Phases

The legal description for each phase that the Declarant intends to create after creation of the Unit or proposed Unit are as follows:

- (a) Phase II Legal Description: In the Town of Oakville, in the Regional Municipality of Halton and in the Province of Ontario being composed of Part of Lot 30, Concession 1, South of Dundas Street (Geographic Township of Trafalgar), designated as Parts \_\_\_\_\_, Plan 20R-\_\_\_\_\_, being all of PIN 25071-\_\_\_\_\_(LT) (the “**Phase II Lands**”).

## 25.6 Location of Buildings and Structures in Future Phases

The approximate location of the buildings and structures to be contained in each phase that the Declarant intends to create after the creation of the unit or proposed unit are displayed on a sketch or draft plan of condominium for each future phase which are included as part of this Disclosure Book.

## 25.7 Facilities and Services in Future Phases

The facilities and services to be contained in each Phase that the Declarant intends to create after the creation of the Unit or Proposed Unit are as follows:

- (a) Phase II Facilities and Services:
  - (i) Shared work space/boardroom/lounge;
  - (ii) Razul spas;
  - (iii) Fireside seating area;
  - (iv) Rooftop swimming pool;
  - (v) Catering kitchen with game room;
  - (vi) Media lounge;
  - (vii) Rooftop terrace, indoor kitchen and lounge;
  - (viii) Rooftop courtyard with barbeque, dining and sitting areas;
  - (ix) Outdoor basketball court;
  - (x) Outdoor community gardens;
  - (xi) Forty-one (41) visitor parking spaces.
  - (xii) Bicycle repair stations.

## 25.8 Common Interest/Common Expenses Proportion

The proportions, expressed in percentages, of the common interests and common expenses attributable to the Units after the creation of each phase that the Declarant intends to create after creation of the Unit or proposed Unit are set out in a schedule accompanying the Budget and labelled “Percentages Upon Registration of Amendments Creating Phase II”.

## 25.9 Facilities and Services to be Shared

The facilities and services that the owners will share after the creation of each phase that the Declarant intends to create after the creation of the Unit or proposed Unit are as follows:

- (a) Facilities and Services to be Shared Following Creation of Phase I
- (i) Concierge station in the lobby area staffed for twenty-four (24) hours per day, seven (7) days a week;
  - (ii) Parcel storage room;
  - (iii) Resident bicycle storage racks which shall form part of the common elements;
  - (iv) Pet wash station;
  - (v) Manual car wash station;
  - (vi) Gym;
  - (vii) Party room with kitchen;
  - (viii) Putting greens;
  - (ix) Eighty-four (84) visitor parking spaces;
  - (x) Bicycle repair stations.
- (b) The additional facilities and services which are to be located in Phase II which are to be shared:
- (i) Shared work space/boardroom/lounge;
  - (ii) Razul spas;
  - (iii) Fireside seating area;
  - (iv) Rooftop swimming pool;
  - (v) Catering kitchen with game room;
  - (vi) Media lounge;
  - (vii) Rooftop terrace, indoor kitchen and lounge;
  - (viii) Rooftop courtyard with barbeque, dining and sitting areas;
  - (ix) Outdoor basketball court;
  - (x) Outdoor community gardens;
  - (xi) Forty-one (41) visitor parking spaces;
  - (xii) Bicycle repair stations.

#### 25.10 Quality of Material/Appearance of Buildings

There are no representations with respect to the quality of materials or appearance of buildings other than those specifically set out as representations in the Disclosure Statement.

#### 25.11 Ten Year Limitation

No amendments to the Declaration and Description creating a phase may be registered after more than ten (10) years after the registration of the Declaration and Description that created the Corporation.

## **XXVI MISCELLANEOUS MATTERS**

- 26.1 The Condominium may be subject to various easements in the nature of a right of way in favour of adjoining and/or neighbouring land owners for utilities, construction and to permit ingress and egress to those properties.
- 26.2 The Purchaser acknowledges that it is anticipated by the Declarant that in connection with the Declarant's application to the appropriate governmental authorities for site plan approval and/or draft plan of condominium approval certain requirements may be imposed upon the Declarant by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the building to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy Date or Closing Date, as determined by the Declarant, the Purchaser shall execute any and all documents required by the Declarant acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Declarant is required to incorporate the Requirements into the final condominium documents the Purchaser shall accept the same, without in any way affecting this transaction.
- 26.3 The Vendor's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Closing Date, all at the Purchaser's sole cost and expense.
- 26.4 The Purchasers are hereby advised and acknowledge that:
- (i) noise levels caused by the Condominium's cooling tower, emergency generator, bank of elevators, garbage chutes, mechanical equipment, move-in bays and ancillary moving facilities and areas, and by the Condominium's indoor recreation facilities, may occasionally cause noise and inconvenience to the residential occupants; and
  - (ii) as and when other Residential Units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants.
- 26.5 One or more of the Development Agreements may require the Condominium to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways. Purchasers hereby agree to be bound by the contents of any such notice(s), whether given to the Purchasers at the time that this Agreement has been entered into, or at any time thereafter up to the Closing Date, and the Purchasers further covenant and agree to execute, forthwith upon the Condominium's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Condominium.
- 26.6 The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after Closing, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or state of repair of the unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
- 26.7 The Purchaser hereby acknowledges and agrees that the Vendor cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of

accommodating the Purchaser's occupancy of the Unit on the Occupancy Date (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for directly contacting the Property Manager in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) the Occupancy Date (or any acceleration or extension thereof, as aforesaid).

- 26.8 The Municipality does not require off-site snow removal. However, in the case of heavy snow falls the limited storage space available on the Property may make it necessary to truck the snow off the site and the cost of same will be included in the common expense fees.
- 26.9 Purchasers are advised that the Declarant may from time to time, in its sole and absolute discretion or as required by any governmental authority, change, vary or modify the plans, colours, materials, finishes, equipment, appliances, fixtures and specifications pertaining to the Condominium, the Residential Units, Parking Units and/or Locker Units (including architectural, structural, landscaping, grading, mechanical, electrical or other plans, interior layout, height or rooms and interior spaces, unit numbering and level numbering) from the plans, colours, materials, finishes, equipment, appliances, fixtures and specifications existing at the time that the Purchaser entered into the Agreement of Purchase and Sale or as same may be illustrated in any sales brochures, models, representative view sets, photographs, illustrations or renderings, showroom displays, model suites, vignettes or otherwise, all without notice to or consent from the Purchaser. The Purchaser specifically acknowledges that he/she has not acquired the unit based on the current layout, interior design, fixturing or furnishing of the display suite located in the Declarant's sales presentation centre. With respect to any aspect of construction, materials, finishes, colours, appliances, fixtures, equipment or dimensions, the Declarant shall have the right without notice to or consent from the Purchaser to make any changes to the plans and to substitutes materials, finishes, colours, appliances, fixtures, equipment or dimensions from those described in the Agreement of Purchase and Sale or in the plans and specifications associated therewith, provided that the substituted items are of equal or better quality, planning and construction. Purchasers are advised that the Agreement of Purchase and Sale contains a provision pursuant to which each Purchaser consents to any such changes, modifications and/or substitutions and agrees to complete the transaction of purchase and sale notwithstanding same.
- 26.10 The location of Parking and/or Locker Units acquired by the Purchaser shall be assigned by the Declarant, in its sole and absolute discretion, on or before the interim occupancy date. The Purchaser acknowledges that Parking and/or Locker Units will vary in size, shape and convenience of location. The Declarant shall have the right to reassign and/or renumber Parking and/or Locker Units, in its sole and absolute discretion prior to the final closing date. The Purchaser acknowledges that some Parking and/or Locker Units may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities.
- 26.11 Purchasers are advised that, as a result of uncertainty in the natural gas, hydro and water distribution markets, the Declarant's reasonable assumptions regarding such utility costs may be incorrect as a result of circumstances which are not capable of being accurately predicted as of the date of this Agreement and which are beyond the Declarant's control. Consequently, prior to registration of the Condominium, the projected costs for such utilities for the first year shall be updated to reflect market conditions as of the date of registration as an alternative (in the Declarant's sole discretion) to applying the inflation factor referenced in the Disclosure Statement. The Budget and common expenses applicable to each unit shall be revised accordingly. Purchasers specifically acknowledge and agree that any increase in utility costs from that which was originally represented in the Budget shall not be the responsibility of the Declarant, despite section 75 of the Condominium Act. Purchasers acknowledge that the possibility of an increase in utility costs has been properly disclosed and, consequently, any increase shall not constitute a

material change to the Disclosure Statement and Budget. In addition, Purchasers agree that this acknowledgement may be pleaded by the Declarant as complete defence to any application or objection raised by Purchasers in this regard.

- 26.12 Purchasers are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic, railways and aircraft engines may, on occasion, interfere with some activities of the dwelling occupants.
- 26.13 Purchasers of dwelling units located in the vicinity of amenity areas, storage rooms, mechanical rooms, chillers, elevator shafts, garbage chutes, garbage rooms, moving rooms, air intakes and other service areas of the building are advised that noise, vibration and odours emanating from these areas may be perceptible by owners and occupants of such dwelling units. In addition, purchasers are advised that safety regulations require that the emergency generator be tested regularly and, as a result, diesel fumes from the operation of the emergency generator may be noticeable from time to time.
- 26.14 Purchasers are advised that, during high wind conditions, movement of the building may be perceptible, which movement has been anticipated and accommodated in the design of the building.
- 26.15 Purchasers are advised that the Declarant reserves the right to install a sign or signs on any part of the common elements (including, without limiting the generality of the foregoing, the roof, mechanical penthouse or the facades on any street frontage. The Declarant, in its sole and absolute discretion, shall have the right to determine the design, message and locations of such signage. In addition to the Declarant's rights expressed above, the Declarant reserves the right to unitize any area in which a sign is located. In this event, the Declaration shall contain a provision which states that the owner of the sign unit (together with its employees, agents, contractors and invitees) shall at all times have the right to access the common elements of the Condominium for the purpose of inspecting, maintaining and repairing the sign unit. Only in event that the sign area is unitized and the Declarant retains ownership of such sign, the Declarant shall pay for all utilities consumed by the sign and the Declarant shall be responsible for maintaining and repairing the sign at its sole cost and expense. In no event shall the Condominium charge the Declarant for the use of the space which any sign occupies nor shall the Condominium disconnect any sign from the building's power supply, regardless of whether the sign is unitized or part of the common elements. The Declarant shall have the right to assign, license, transfer or otherwise convey its signage rights (in whole or in part) to any third party without notice to or consent from the Condominium. If any signage relates specifically to the Condominium, then such sign age may form part of the common elements and the Condominium shall be responsible for all costs associated with operating, maintaining and repairing such signage (to be determined by the Declarant, in its, sole discretion).
- 26.16 Purchasers are advised that the Declarant reserves the right to access the common element areas of the Condominium for special event marketing. In this event, the Condominium shall have no right to charge any rent, license or other fee. The Declarant shall be responsible for all reasonable insurance, property management and cleaning costs.
- 26.17 All documents accompanying the Disclosure Statement are in draft form only and any change to such documents shall not be a material amendment to the Disclosure Statement if the sole function of such amendment is to implement changes contemplated as a possibility in the Disclosure Statement.
- 26.18 Purchasers acknowledge that there may be a step-up condition to balconies and/or terraces as may be required due to site conditions.
- 26.19 Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria.

- 26.20 This dwelling unit has been supplied with a central air conditioning system which allows windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks.
- 26.21 Purchasers/tenants are advised that sound levels due to increasing road traffic may, on occasion, interfere with some activities at that grade level patios of the dwelling occupants as the sound level exceeds the Municipality's and the Ministry of the Environment, Conservation and Parks noise criteria.
- 26.22 The swimming pool to be located in Phase II is the subject of a Committee of Adjustment application and could be removed, if not approved.



## **Budget Statement**

Budget Statement for the Common Expenses for the year following registration of the Declaration and the Description of the Proposed Phased Condominium Corporation hereinafter called NUVO Condominiums located at 2343 Khalsa Gate, Oakville, ON

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Budget statement for the common expenses for the year following registration of the declaration and the description of the proposed phased condominium corporation

	<u>Budget</u>
<b>UTILITIES</b>	
Telephones	4,800
Hydro	180,000
Gas	210,000
Water	60,000
<b>TOTAL UTILITIES</b>	<b><u>\$454,800</u></b>
<b>CONSULTING</b>	
Performance Audit	\$28,250
Less: Declarant Subsidy	(\$28,250)
Reserve Fund Study	7,500
Less: Declarant Subsidy	(7,500)
<b>TOTAL CONSULTING</b>	<b><u>\$0</u></b>
<b>CONTRACT SERVICES</b>	
Contract Superintendent and Cleaning	130,000
Landscaping and Snow Removal	42,000
Waste Removal	32,000
In-Suite HVAC Maintenance	36,200
Concierge	229,000
Generator Maintenance	4,200
Life Safety & Security System Maintenance	12,000
Monitoring	2,400
Building Equipment Maintenance	68,500
Elevators	42,000
Window Cleaning	26,000
Pest Control	3,600
Odour Control	2,400
Amenity Area Maintenance	5,000
<b>TOTAL CONTRACT SERVICES</b>	<b><u>\$635,300</u></b>
<b>REPAIRS &amp; MAINTENANCE</b>	
Electrical	1,500
Plumbing & Backflow Preventer Mtce	3,200
Housekeeping - Non-Contract	20,000
Locks & Doors	1,200
Cleaning and Hardware Supplies	2,500
Lighting Supplies	1,200
Waste Disposal Equipment	5,500
Security & Access Equipment	5,200
Fire Safety - Non Contract	4,500
Landscaping & Snow Removal - Non Contract	7,500
Garage Doors	3,000
Garage Cleaning	5,500
Exterior Building Maintenance	5,000
Amenities Maintenance	12,000
Building Repairs and Maintenance	5,000
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b><u>\$82,800</u></b>
<b>ADMINISTRATION</b>	
Property Management Fees	147,000



Budget statement for the common expenses for the year following registration of the declaration and the description of the proposed phased condominium corporation

	<b>Budget</b>
Insurance	76,000
Legal Fees	1,695
Audit Fees	7,500
Condominium Authority of Ontario	7,730
AGM and Meeting Costs	6,300
Office Expenses	4,500
<b>TOTAL ADMINISTRATION</b>	<b>\$250,725</b>
<b>EXPENDITURES</b>	<b>\$1,423,625</b>
Reserve Fund Contribution @ 15%	213,544
<b>TOTAL EXPENDITURES</b>	<b>1,637,169</b>
<b>REVENUE</b>	
Common Expense Fees	1,637,169
<b>TOTAL REVENUE</b>	<b>\$1,637,169</b>



## NOTES TO THE BUDGET

<b>I. INDIVIDUAL UNIT ASSESSEMENT</b>
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The total monthly common element charge is determined by dividing the total of all other budgeted common element fees attributed to the property (\$1,637,169) by 12 to determine the monthly assessment

### 1. Total Monthly Common Element Assessment

$$\begin{array}{rcl} & \text{divided by} & \\ \$ 1,637,169 & 12 & = & \$ 136,430.73 \end{array}$$

### 2. Monthly Individual Common Element Assessment

The total monthly common element charge per suite is determined by multiplying the total of all monthly budgeted common element fees attributed to the property (\$136,430.73) by the unit's percentage to the contribution to the common expenses, as shown in Schedule D of the Budget.

<b>II OPERATING EXPENSES</b>
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<b>1 UTILITIES</b>	<b>\$ 454,800</b>
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**Telephones** **\$ 4,800**

The cost of the phone lines for common areas only including enterphone, concierge, management office, amenity space and elevators.

**Hydro** **\$ 180,000**

The budget is based on comparable building requirements and the current rates from Oakville Hydro of 10.3 cents per kilowatt hour and administrative / distribution charges have been escalated by 3% and compounded annually. The budget includes electricity charges for the common areas only. Each unit will be separately metered or check metered and the cost of consumption to the unit will be the responsibility of the individual unit owner. Should the rates for hydro at the time of registration be greater than 10.63 cents per kilowatt hour or the administrative / distribution charges have increased between the current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

**Gas** **\$ 210,000**

The budget is based on comparable building requirements and the current rates from Enbridge Gas of 13.98 cents per cubic meter and administrative/ distribution charges have been escalated by 3% and compounded annually. The budget includes natural gas costs for the common areas and units on a bulk billing basis. Should the rates for gas at the time of registration be greater than 15.28 cents per cubic meter or the administrative / distribution charges have increased between the current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.



**NOTES TO THE BUDGET**

**Water** **\$ 60,000**

The budget is based on comparable building requirements and the current rates from Halton Region of \$1.95 per cubic meter have been escalated by 3% and compounded annually. The budget includes water and sewage charges for the common areas only. Each unit will be separately metered or check metered and the cost of consumption to the unit will be the responsibility of the individual unit owner. Should the rates for water at the time of registration be greater than \$2.00 per cubic meter, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

<b>2 CONSULTING</b>	<b>\$</b>	<b>-</b>
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**Performance Audit** **\$28,250**

The cost of the engineering study, to be conducted by the Declarant Board of Directors, to examine the common element areas and to file the report with Tarion Warranty Corporation during the first year of the corporation, after registration of the declaration and description. This is a one-time expense. The Declarant shall arrange for an Agreement on behalf of the Corporation with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas in order to provide the corporation with a report on the common element areas which will assist the corporation in assessing repair and maintenance requirements and in preserving any rights which the corporation may have under the Ontario New Home Warranties Plan Act. The Corporation is not restricted to the consulting engineers for the Performance Audit being prepared as set out herein, However, in the event that the corporation retains an alternate and/or additional consulting engineer to undertake the Performance Audit, at a higher cost than the Contracted Price negotiated by the Declarant, then the Declarant shall only be responsible for the amount of the Contracted price, pursuant to Section 75 of the Condominium Act, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.

**Less: Declarant Subsidy** **\$ (28,250)**

The initial cost of the Performance Audit at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount up to a maximum of \$28,250.00 including HST as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.

**Reserve Fund Study** **\$ 7,500**

The Condominium Act of Ontario (Section 94(4)) requires every condominium corporation to establish a reserve fund based on a study to be conducted in the first year after registration. Section 94(7) allows



**NOTES TO THE BUDGET**

for the reserve fund study to be expensed from the reserve fund.

**Less: Declarant Subsidy** \$ (7,500)

The initial cost of the Reserve Fund Study at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount up to a maximum of \$7,500.00 including HST as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.

<b>3 CONTRACT SERVICES</b>	<b>\$635,300</b>
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**Contract Superintendent and Cleaning** \$ 130,000

To supply a full-time building superintendent (Monday to Friday) along with one contract cleaner 7.5 hours/day for 365 days per year.

**Landscaping and Snow Removal** \$ 42,000

The cost of maintaining the lawns in summer and snow removal from driveways and parking areas in winter months.

**Waste Removal** \$ 32,000

The estimated cost to remove waste from the site by a private contractor.

**In-Suite HVAC Maintenance** \$ 36,200

To maintain the in-suite HVAC units on an annual basis including the changing of filters.

**Concierge** \$ 229,000

To provide contract concierge services on a 24 hours per day basis, 365 days per year.

**Generator Maintenance** \$ 4,200

To inspect the emergency generator on a semi-annual basis and maintain it as may be required.

**Life Safety & Security System Maintenance** \$ 12,000

To inspect and maintain the life safety and security systems during the year as required by law and/or as may be required.

**Monitoring** \$ 2,400



**NOTES TO THE BUDGET**

The cost of 3rd Party Monitoring the Corporation's Life Safety Systems.

**Building Equipment Maintenance** \$ **68,500**

To maintain the common area building mechanical equipment according to manufacturers' specifications including chillers and boilers.

**Elevators** \$ **42,000**

The cost of an all inclusive contract to maintain the elevators as required by law.

**Window Cleaning** \$ **26,000**

The cost of cleaning all inaccessible windows once a year.

**Pest Control** \$ **3,600**

To spray the common area garbage and compactor rooms once per month.

**Odour Control** \$ **2,400**

Contract to mechanically control and odorize the Corporation's garbage areas.

**Amenity Area Maintenance** \$ **5,000**

The cost to maintain the Amenity Areas including indoor and outdoor amenity spaces.

<b>4 REPAIRS &amp; MAINTENANCE</b>	<b>\$82,800</b>
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**Electrical** \$ **1,500**

This is the estimated cost for minor electrical repairs as required which would not be covered under warranty.

**Plumbing & Backflow Preventer Mtce** \$ **3,200**

Provision for minor plumbing repairs including the annual testing and maintenance of the backflow preventer.

**Housekeeping - Non-Contract** \$ **20,000**

This is the estimated cost of additional housekeeping costs as required including additional costs due to COVID-19 protocols.

**Locks & Doors** \$ **1,200**



## NOTES TO THE BUDGET

The estimated cost of minor repairs to locks and doors not covered under warranty.

**Cleaning and Hardware Supplies** \$ 2,500

The estimated cost of cleaning supplies and materials not covered under the Housekeeping Agreement including supplies for the amenity areas and working tools for the Corporation's Staff.

**Lighting Supplies** \$ 1,200

The cost of replacing bulbs and electrical fixtures including underground parking garage lighting

**Waste Disposal Equipment** \$ 5,500

The cost of maintaining the Corporation's garbage systems including compactor, sorters and bins

**Security & Access Equipment** \$ 5,200

Maintenance of the Corporation's fob access control system and cameras.

**Fire Safety - Non Contract** \$ 4,500

Maintenance of the Corporation's Fire Safety Systems pursuant to the annual inspection.

**Landscaping & Snow Removal - Non Contract** \$ 7,500

The cost of landscaping and snow removal not covered under the annual contract including the planting of flowers and salt in winter months

**Garage Doors** \$ 3,000

The cost of minor repairs and maintenance to the underground parking garage overhead door as required.

**Garage Cleaning** \$ 5,500

The cost of power washing and power sweeping the underground parking garage once per year.

**Exterior Building Maintenance** \$ 5,000

Provision for minor repairs and maintenance to the exterior common areas as required.



## NOTES TO THE BUDGET

**Amenities Maintenance** \$ **12,000**

Estimated cost of maintaining the Corporation's Amenity areas including the exercise gym, putting green, community gardens and

**Building Repairs and Maintenance** \$ **5,000**

This is the estimated cost for minor repairs and maintenance to the interior common areas as required.

<b>5 ADMINISTRATION</b>	<b>\$250,725</b>
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**Property Management Fees** \$ **147,000**

This covers the cost of the services of a condominium management company to administer the affairs of the condominium corporation and as detailed in the property management agreement included in the Disclosure Statement Package. This includes one full-time Licensed Condominium Manager dedicated to the condominium on a full-time basis.

**Insurance** \$ **76,000**

This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment and directors and officers liability coverage, as applicable.

**Legal Fees** \$ **1,695**

Provision has been made for the appointment of independent legal counsel for the corporation at the discretion of the Board of Directors and to a maximum amount of \$1,500.00 plus HST.

**Audit Fees** \$ **7,500**

Section 43(7) of the Condominium Act requires an audit sixty (60) days after the turnover and Section 67 requires an audit for each fiscal year. This provision is the estimated cost to complete both the audits during the year.

**Condominium Authority of Ontario** \$ **7,730**

Annual cost of complying with the Condominium Authority of Ontario along with the additional cost of providing the regulatory forms in accordance with the Ontario Condominium Act.

**AGM and Meeting Costs** \$ **6,300**

The cost of printing and mailing of AGM package to owners along with providing a recording secretary for the AGM and monthly board of directors meetings.

**Office Expenses** \$ **4,500**





## NOTES TO THE BUDGET

This budgeted amount provides for any office expenses directly related to the operation of the corporation including the services of a minute taker for board meetings, various office supplies, photocopying, mailings, the annual general meeting expenses, bank charges, CCI Membership, CAO Dues, status certificates ordered by the Declarant and other such expenses.

<b>III CONTRIBUTION TO THE RESERVE FUND</b>	<b>\$</b>	<b>213,544</b>
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<b>Reserve Fund Contribution @ 15%</b>	<b>\$</b>	<b>213,544</b>
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Section 93 of the Condominium Act of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The provision contained within this budget is calculated at 15%. Future contributions will be governed by the Reserve Fund plan derived from a Reserve Fund Study, to be completed in the first year after registration.

## IV GENERAL NOTES

- 1 The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is \$1,637,169 as shown on the Budget Statement.
- 2 The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study for the Condominium Corporation is \$7,500 including HST; the cost of the Performance Audit is \$ 28,250 including HST; the cost of both the turn over and year end financial audits for the Condominium Corporation is \$7,500 including HST.
- 3 The cost, type, level and frequency of services is detailed in the notes.
- 4 The monthly common element fee for each unit is shown on the attached schedule to the Budget Statement.
- 5 As stated in the notes above, 15% of the operating expenses will be paid into the reserve fund account. The provision is \$213,544.00.
- 6 At the time of preparation of the Budget Statement, October, 2020, there are no judgments, with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.
- 7 There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.



## NOTES TO THE BUDGET

- 8 As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$213,544 in the reserve fund account of the Condominium Corporation.
- 9 As at the date of the foregoing Budget, October, 2020, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.
- 10 The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
- 11 There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property, except for perhaps certain amenity area, at rates to be established by the Board of Directors from time to time.
- 12 The Declarant intends to enter into an agreement with Rogers Communications Inc. to provide Rogers Ignite 500u high-speed internet service to each of the residential units. Such service includes a modem rental for each residential unit. The term of the agreement is 6 years at a pre-defined rate of \$59.83 per unit, per month, including HST as set out in the bulk internet agreement. Bulk internet costs will be added to the monthly common expenses as a flat rate and NOT distributed in accordance with the proportions outlined in Schedule D to the Declaration.
- 13 An inflation rate of 7.5% may be applied to the projected expenditures per annum, for each year or part year thereof (unless otherwise stated) after September, 2022 until such time as the condominium is registered. Provided however, that due to the significant fluctuation in hydro, gas and water utility rates recently, in respect to which the Declarant has no control, in the event that the relevant utility company/provider obtains relevant government approval for, or in any other way effects a significant annual increase in the utility rates above the assumed inflation rate of 3%, the Declarant reserves the right to revise the first year budget statement to reflect such significant increase in the cost of supplying these utilities from the relevant utility company/provider, and to provide each unit purchaser with a revised copy of the condominium corporation's first year budget statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget shall not constitute a material change to the Disclosure Statement.



**Unit Percentage Contributions & Monthly Common Expense Fees**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Monthly Contribution</b>	<b>Bulk Internet Service</b>	<b>Total Monthly Contribution</b>
101	1	1	0.24735	337.46	59.83	397.29
102	1	2	0.24400	332.89	59.83	392.72
103	1	3	0.24400	332.89	59.83	392.72
104	1	4	0.24400	332.89	59.83	392.72
105	1	5	0.24651	336.32	59.83	396.15
106	1	6	0.30227	412.39	59.83	472.22
107	1	7	0.30017	409.53	59.83	469.36
108	1	8	0.29347	400.38	59.83	460.21
109	1	9	0.29347	400.38	59.83	460.21
110	1	10	0.30227	412.39	59.83	472.22
111	1	11	0.25154	343.18	59.83	403.01
112	1	12	0.24400	332.89	59.83	392.72
113	1	13	0.24400	332.89	59.83	392.72
114	1	14	0.24064	328.31	59.83	388.14
115	1	15	0.24064	328.31	59.83	388.14
116	1	16	0.24400	332.89	59.83	392.72
117	1	17	0.28634	390.65	59.83	450.48
118	1	18	0.28634	390.65	59.83	450.48
119	1	19	0.28257	385.51	59.83	445.34
120	1	20	0.28257	385.51	59.83	445.34
121	1	21	0.28927	394.66	59.83	454.49
122	1	22	0.23268	317.44	59.83	377.27
123	1	23	0.31904	435.27	59.83	495.10
124	1	24	0.24567	335.17	59.83	395.00
125	1	25	0.24400	332.89	59.83	392.72
126	1	26	0.24400	332.89	59.83	392.72
127	1	27	0.24400	332.89	59.83	392.72
128	1	28	0.24400	332.89	59.83	392.72
129	1	29	0.24232	330.60	59.83	390.43
130	1	30	0.24777	338.03	59.83	397.86
131	1	31	0.19536	266.54	59.83	326.37
132	1	32	0.19830	270.54	59.83	330.37
201	2	1	0.23268	317.44	59.83	377.27
202	2	2	0.19536	266.54	59.83	326.37
203	2	3	0.24400	332.89	59.83	392.72
204	2	4	0.24400	332.89	59.83	392.72
205	2	5	0.24400	332.89	59.83	392.72
206	2	6	0.24400	332.89	59.83	392.72
207	2	7	0.24232	330.60	59.83	390.43
208	2	8	0.31569	430.69	59.83	490.52
209	2	9	0.23477	320.30	59.83	380.13
210	2	10	0.30017	409.53	59.83	469.36
211	2	11	0.30017	409.53	59.83	469.36
212	2	12	0.29347	400.38	59.83	460.21
213	2	13	0.29347	400.38	59.83	460.21
214	2	14	0.29975	408.96	59.83	468.79
215	2	15	0.29724	405.53	59.83	465.36
216	2	16	0.29766	406.10	59.83	465.93
217	2	17	0.32826	447.85	59.83	507.68
218	2	18	0.24316	331.74	59.83	391.57
219	2	19	0.24400	332.89	59.83	392.72



**Unit Percentage Contributions & Monthly Common Expense Fees**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Monthly Contribution</b>	<b>Bulk Internet Service</b>	<b>Total Monthly Contribution</b>
220	2	20	0.24400	332.89	59.83	392.72
221	2	21	0.24064	328.31	59.83	388.14
222	2	22	0.24064	328.31	59.83	388.14
223	2	23	0.24400	332.89	59.83	392.72
224	2	24	0.28634	390.65	59.83	450.48
225	2	25	0.28634	390.65	59.83	450.48
226	2	26	0.28257	385.51	59.83	445.34
227	2	27	0.28257	385.51	59.83	445.34
228	2	28	0.28927	394.66	59.83	454.49
229	2	29	0.23016	314.01	59.83	373.84
230	2	30	0.40708	555.38	59.83	615.21
231	2	31	0.24567	335.17	59.83	395.00
232	2	32	0.24400	332.89	59.83	392.72
233	2	33	0.24400	332.89	59.83	392.72
234	2	34	0.24400	332.89	59.83	392.72
235	2	35	0.24400	332.89	59.83	392.72
236	2	36	0.24232	330.60	59.83	390.43
237	2	37	0.24777	338.03	59.83	397.86
238	2	38	0.19536	266.54	59.83	326.37
239	2	39	0.19536	266.54	59.83	326.37
240	2	40	0.19746	269.40	59.83	329.23
301	3	1	0.23226	316.87	59.83	376.70
302	3	2	0.19536	266.54	59.83	326.37
303	3	3	0.24400	332.89	59.83	392.72
304	3	4	0.24400	332.89	59.83	392.72
305	3	5	0.24400	332.89	59.83	392.72
306	3	6	0.24400	332.89	59.83	392.72
307	3	7	0.24232	330.60	59.83	390.43
308	3	8	0.31485	429.55	59.83	489.38
309	3	9	0.28257	385.51	59.83	445.34
310	3	10	0.23058	314.58	59.83	374.41
311	3	11	0.30017	409.53	59.83	469.36
312	3	12	0.30017	409.53	59.83	469.36
313	3	13	0.29347	400.38	59.83	460.21
314	3	14	0.29347	400.38	59.83	460.21
315	3	15	0.29975	408.96	59.83	468.79
316	3	16	0.29724	405.53	59.83	465.36
317	3	17	0.29766	406.10	59.83	465.93
318	3	18	0.35258	481.03	59.83	540.86
319	3	19	0.24316	331.74	59.83	391.57
320	3	20	0.24400	332.89	59.83	392.72
321	3	21	0.24400	332.89	59.83	392.72
322	3	22	0.24064	328.31	59.83	388.14
323	3	23	0.24064	328.31	59.83	388.14
324	3	24	0.24400	332.89	59.83	392.72
325	3	25	0.28634	390.65	59.83	450.48
326	3	26	0.28634	390.65	59.83	450.48
327	3	27	0.28257	385.51	59.83	445.34
328	3	28	0.28257	385.51	59.83	445.34
329	3	29	0.28927	394.66	59.83	454.49
330	3	30	0.23016	314.01	59.83	373.84



**Unit Percentage Contributions & Monthly Common Expense Fees**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Monthly Contribution</b>	<b>Bulk Internet Service</b>	<b>Total Monthly Contribution</b>
331	3	31	0.40331	550.23	59.83	610.06
332	3	32	0.36390	496.47	59.83	556.30
333	3	33	0.24232	330.60	59.83	390.43
334	3	34	0.24400	332.89	59.83	392.72
335	3	35	0.24400	332.89	59.83	392.72
336	3	36	0.24400	332.89	59.83	392.72
337	3	37	0.24400	332.89	59.83	392.72
338	3	38	0.24232	330.60	59.83	390.43
339	3	39	0.24777	338.03	59.83	397.86
340	3	40	0.19536	266.54	59.83	326.37
341	3	41	0.19536	266.54	59.83	326.37
342	3	42	0.19746	269.40	59.83	329.23
401	4	1	0.23226	316.87	59.83	376.70
402	4	2	0.19536	266.54	59.83	326.37
403	4	3	0.24400	332.89	59.83	392.72
404	4	4	0.24400	332.89	59.83	392.72
405	4	5	0.24400	332.89	59.83	392.72
406	4	6	0.24400	332.89	59.83	392.72
407	4	7	0.24232	330.60	59.83	390.43
408	4	8	0.31485	429.55	59.83	489.38
409	4	9	0.28257	385.51	59.83	445.34
410	4	10	0.23058	314.58	59.83	374.41
411	4	11	0.30017	409.53	59.83	469.36
412	4	12	0.30017	409.53	59.83	469.36
413	4	13	0.29347	400.38	59.83	460.21
414	4	14	0.29347	400.38	59.83	460.21
415	4	15	0.29975	408.96	59.83	468.79
416	4	16	0.29724	405.53	59.83	465.36
417	4	17	0.29766	406.10	59.83	465.93
418	4	18	0.35258	481.03	59.83	540.86
419	4	19	0.24316	331.74	59.83	391.57
420	4	20	0.24400	332.89	59.83	392.72
421	4	21	0.24400	332.89	59.83	392.72
422	4	22	0.24064	328.31	59.83	388.14
423	4	23	0.24064	328.31	59.83	388.14
424	4	24	0.24400	332.89	59.83	392.72
425	4	25	0.28634	390.65	59.83	450.48
426	4	26	0.28634	390.65	59.83	450.48
427	4	27	0.28257	385.51	59.83	445.34
428	4	28	0.28257	385.51	59.83	445.34
429	4	29	0.28927	394.66	59.83	454.49
430	4	30	0.23016	314.01	59.83	373.84
431	4	31	0.40331	550.23	59.83	610.06
432	4	32	0.36390	496.47	59.83	556.30
433	4	33	0.24232	330.60	59.83	390.43
434	4	34	0.24400	332.89	59.83	392.72
435	4	35	0.24400	332.89	59.83	392.72
436	4	36	0.24400	332.89	59.83	392.72
437	4	37	0.24400	332.89	59.83	392.72
438	4	38	0.24232	330.60	59.83	390.43
439	4	39	0.24777	338.03	59.83	397.86



**Unit Percentage Contributions & Monthly Common Expense Fees**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Monthly Contribution</b>	<b>Bulk Internet Service</b>	<b>Total Monthly Contribution</b>
440	4	40	0.19536	266.54	59.83	326.37
441	4	41	0.19536	266.54	59.83	326.37
442	4	42	0.19746	269.40	59.83	329.23
501	5	1	0.23226	316.87	59.83	376.70
502	5	2	0.19536	266.54	59.83	326.37
503	5	3	0.24400	332.89	59.83	392.72
504	5	4	0.24400	332.89	59.83	392.72
505	5	5	0.24400	332.89	59.83	392.72
506	5	6	0.24400	332.89	59.83	392.72
507	5	7	0.24232	330.60	59.83	390.43
508	5	8	0.31485	429.55	59.83	489.38
509	5	9	0.28257	385.51	59.83	445.34
510	5	10	0.23058	314.58	59.83	374.41
511	5	11	0.30017	409.53	59.83	469.36
512	5	12	0.30017	409.53	59.83	469.36
513	5	13	0.29347	400.38	59.83	460.21
514	5	14	0.29347	400.38	59.83	460.21
515	5	15	0.29975	408.96	59.83	468.79
516	5	16	0.29724	405.53	59.83	465.36
517	5	17	0.29766	406.10	59.83	465.93
518	5	18	0.35258	481.03	59.83	540.86
519	5	19	0.24316	331.74	59.83	391.57
520	5	20	0.24400	332.89	59.83	392.72
521	5	21	0.24400	332.89	59.83	392.72
522	5	22	0.24064	328.31	59.83	388.14
523	5	23	0.24064	328.31	59.83	388.14
524	5	24	0.24400	332.89	59.83	392.72
525	5	25	0.28634	390.65	59.83	450.48
526	5	26	0.28634	390.65	59.83	450.48
527	5	27	0.28257	385.51	59.83	445.34
528	5	28	0.28257	385.51	59.83	445.34
529	5	29	0.28927	394.66	59.83	454.49
530	5	30	0.23016	314.01	59.83	373.84
531	5	31	0.40331	550.23	59.83	610.06
532	5	32	0.36390	496.47	59.83	556.30
533	5	33	0.24232	330.60	59.83	390.43
534	5	34	0.24400	332.89	59.83	392.72
535	5	35	0.24400	332.89	59.83	392.72
536	5	36	0.24400	332.89	59.83	392.72
537	5	37	0.24400	332.89	59.83	392.72
538	5	38	0.24232	330.60	59.83	390.43
539	5	39	0.24777	338.03	59.83	397.86
540	5	40	0.19536	266.54	59.83	326.37
541	5	41	0.19536	266.54	59.83	326.37
542	5	42	0.19746	269.40	59.83	329.23
601	6	1	0.23226	316.87	59.83	376.70
602	6	2	0.19536	266.54	59.83	326.37
603	6	3	0.24400	332.89	59.83	392.72
604	6	4	0.24400	332.89	59.83	392.72
605	6	5	0.24400	332.89	59.83	392.72



**Unit Percentage Contributions & Monthly Common Expense Fees**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Monthly Contribution</b>	<b>Bulk Internet Service</b>	<b>Total Monthly Contribution</b>
606	6	6	0.24400	332.89	59.83	392.72
607	6	7	0.24232	330.60	59.83	390.43
608	6	8	0.31485	429.55	59.83	489.38
609	6	9	0.28257	385.51	59.83	445.34
610	6	10	0.23058	314.58	59.83	374.41
611	6	11	0.30017	409.53	59.83	469.36
612	6	12	0.30017	409.53	59.83	469.36
613	6	13	0.29347	400.38	59.83	460.21
614	6	14	0.29347	400.38	59.83	460.21
615	6	15	0.29975	408.96	59.83	468.79
616	6	16	0.29724	405.53	59.83	465.36
617	6	17	0.29766	406.10	59.83	465.93
618	6	18	0.35258	481.03	59.83	540.86
619	6	19	0.24316	331.74	59.83	391.57
620	6	20	0.24400	332.89	59.83	392.72
621	6	21	0.24400	332.89	59.83	392.72
622	6	22	0.24064	328.31	59.83	388.14
623	6	23	0.24064	328.31	59.83	388.14
624	6	24	0.24400	332.89	59.83	392.72
625	6	25	0.28634	390.65	59.83	450.48
626	6	26	0.28634	390.65	59.83	450.48
627	6	27	0.28257	385.51	59.83	445.34
628	6	28	0.28257	385.51	59.83	445.34
629	6	29	0.28927	394.66	59.83	454.49
630	6	30	0.23016	314.01	59.83	373.84
631	6	31	0.40331	550.23	59.83	610.06
632	6	32	0.36390	496.47	59.83	556.30
633	6	33	0.24232	330.60	59.83	390.43
634	6	34	0.24400	332.89	59.83	392.72
635	6	35	0.24400	332.89	59.83	392.72
636	6	36	0.24400	332.89	59.83	392.72
637	6	37	0.24400	332.89	59.83	392.72
638	6	38	0.24232	330.60	59.83	390.43
639	6	39	0.24777	338.03	59.83	397.86
640	6	40	0.19536	266.54	59.83	326.37
641	6	41	0.19536	266.54	59.83	326.37
642	6	42	0.19746	269.40	59.83	329.23
701	7	1	0.23226	316.87	59.83	376.70
702	7	2	0.19536	266.54	59.83	326.37
703	7	3	0.24400	332.89	59.83	392.72
704	7	4	0.24400	332.89	59.83	392.72
705	7	5	0.24400	332.89	59.83	392.72
706	7	6	0.24400	332.89	59.83	392.72
707	7	7	0.24232	330.60	59.83	390.43
708	7	8	0.31485	429.55	59.83	489.38
709	7	9	0.28257	385.51	59.83	445.34
710	7	10	0.23058	314.58	59.83	374.41
711	7	11	0.30017	409.53	59.83	469.36
712	7	12	0.30017	409.53	59.83	469.36
713	7	13	0.29347	400.38	59.83	460.21
714	7	14	0.29347	400.38	59.83	460.21



**Unit Percentage Contributions & Monthly Common Expense Fees**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Monthly Contribution</b>	<b>Bulk Internet Service</b>	<b>Total Monthly Contribution</b>
715	7	15	0.29975	408.96	59.83	468.79
716	7	16	0.29724	405.53	59.83	465.36
717	7	17	0.29766	406.10	59.83	465.93
718	7	18	0.35258	481.03	59.83	540.86
719	7	19	0.24316	331.74	59.83	391.57
720	7	20	0.24400	332.89	59.83	392.72
721	7	21	0.24400	332.89	59.83	392.72
722	7	22	0.24064	328.31	59.83	388.14
723	7	23	0.24064	328.31	59.83	388.14
724	7	24	0.24400	332.89	59.83	392.72
725	7	25	0.28634	390.65	59.83	450.48
726	7	26	0.28634	390.65	59.83	450.48
727	7	27	0.28257	385.51	59.83	445.34
728	7	28	0.28257	385.51	59.83	445.34
729	7	29	0.28927	394.66	59.83	454.49
730	7	30	0.23016	314.01	59.83	373.84
731	7	31	0.40331	550.23	59.83	610.06
732	7	32	0.36390	496.47	59.83	556.30
733	7	33	0.24232	330.60	59.83	390.43
734	7	34	0.24400	332.89	59.83	392.72
735	7	35	0.24400	332.89	59.83	392.72
736	7	36	0.24400	332.89	59.83	392.72
737	7	37	0.24400	332.89	59.83	392.72
738	7	38	0.24232	330.60	59.83	390.43
739	7	39	0.24777	338.03	59.83	397.86
740	7	40	0.19536	266.54	59.83	326.37
741	7	41	0.19536	266.54	59.83	326.37
742	7	42	0.19746	269.40	59.83	329.23
801	8	1	0.23268	317.44	59.83	377.27
802	8	2	0.19536	266.54	59.83	326.37
803	8	3	0.24400	332.89	59.83	392.72
804	8	4	0.24400	332.89	59.83	392.72
805	8	5	0.24400	332.89	59.83	392.72
806	8	6	0.24400	332.89	59.83	392.72
807	8	7	0.24232	330.60	59.83	390.43
808	8	8	0.27754	378.64	59.83	438.47
809	8	9	0.28257	385.51	59.83	445.34
810	8	10	0.23058	314.58	59.83	374.41
811	8	11	0.30017	409.53	59.83	469.36
812	8	12	0.30017	409.53	59.83	469.36
813	8	13	0.29347	400.38	59.83	460.21
814	8	14	0.29347	400.38	59.83	460.21
815	8	15	0.29975	408.96	59.83	468.79
816	8	16	0.29724	405.53	59.83	465.36
817	8	17	0.29766	406.10	59.83	465.93
818	8	18	0.35258	481.03	59.83	540.86
819	8	19	0.24316	331.74	59.83	391.57
820	8	20	0.24400	332.89	59.83	392.72
821	8	21	0.24400	332.89	59.83	392.72
822	8	22	0.24064	328.31	59.83	388.14
823	8	23	0.24064	328.31	59.83	388.14





**Unit Percentage Contributions & Monthly Common Expense Fees**

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
824	8	24	0.24400	332.89	59.83	392.72
825	8	25	0.28634	390.65	59.83	450.48
826	8	26	0.28634	390.65	59.83	450.48
827	8	27	0.28257	385.51	59.83	445.34
828	8	28	0.28257	385.51	59.83	445.34
829	8	29	0.28927	394.66	59.83	454.49
830	8	30	0.23016	314.01	59.83	373.84
831	8	31	0.33665	459.29	59.83	519.12
832	8	32	0.33832	461.58	59.83	521.41
833	8	33	0.24232	330.60	59.83	390.43
834	8	34	0.24400	332.89	59.83	392.72
835	8	35	0.24400	332.89	59.83	392.72
836	8	36	0.24400	332.89	59.83	392.72
837	8	37	0.24400	332.89	59.83	392.72
838	8	38	0.24232	330.60	59.83	390.43
839	8	39	0.24777	338.03	59.83	397.86
840	8	40	0.19536	266.54	59.83	326.37
841	8	41	0.19536	266.54	59.83	326.37
842	8	42	0.19746	269.40	59.83	329.23

**Parking and Storage Units**

333 Regular Parking Units @ \$49.50/month	0.03628	12.08124	16,482.52	16,482.52
324 Storage Units @ 11.95/month	0.00876	2.83824	3,872.23	3,872.23
<b>Total</b>		<b>100.00000</b>	<b>136,430.73</b>	<b>19,384.92</b>
<b>Annual Budget</b>			<b>1,637,169</b>	

**THIS DECLARATION** (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act*, 1998, S.O. 1998, C.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

**FERNBROOK CRYSTAL (UGAW) INC.**  
(hereinafter, collectively called the "Declarant")

**WHEREAS:**

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the Town of Oakville, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "**Description**") for registration in accordance with the Act and which lands are sometimes referred to as the "**Lands**" or the "**Property**";
- B. The Declarant has constructed a building upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a standard freehold condominium corporation that is a phased condominium corporation.

**NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:**

**ARTICLE I.**  
**INTRODUCTORY**

1.1 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "**Board**" means the Corporation's Board of Directors;
- (b) "**By-Laws**" means the by-laws of the Corporation enacted from time to time;
- (c) "**Common Elements**" means all the Property except the Units;
- (d) "**Common Expenses**" shall have the meaning ascribed to such term in Section 2.1 hereof;
- (e) "**Condominium**" or "**Corporation**" means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration;
- (f) "**Locker Units**" means 324 Units on Levels A and B;
- (g) "**Owner**" means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (h) "**Parking Units**" means 333 Units on Levels A and B;
- (i) "**Phase II Lands**" or "**Phase II**" shall mean those lands and premises which will be added to the Condominium pursuant to a future amendment to the Declaration and the Description pursuant to Part XI of the Act and comprising Part of Lot 30, Concession 1, South of Dundas Street (Geographic Township of Trafalgar) designated as Part \_\_\_\_\_ on Reference Plan 20R-\_\_\_\_\_, Town of Oakville;
- (j) "**Residential Units**" means Units 1 to 32 inclusive on Level 1; Units 1 to 40 inclusive on Level 2; and Units 1 to 42 inclusive on Levels 3 to 8 inclusive;

- (k) **“Rules”** means the Rules passed by the Board in accordance with the provisions of the Act;
- (l) **“Smoking”** means the inhaling, breathing, vaping, carrying, or possession of any ignited cannabis, cigarette, cigar, pipe, electronic cigarette, e-cigarette or other product containing any amount of tobacco, cannabis or other smoke-producing substance, any other similarly heated or lit product, and any illegal substance;
- (m) **“Unit”** means any of the units referred to in this Declaration, as the context may require, and **“Units”** means all of the units referred to in this Declaration as the context may require.

## 1.2 Act Governs the Property

The Lands described in Schedule “A” annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

## 1.3 Standard Condominium

The registration of this Declaration and the Description will create a freehold standard condominium corporation that is a phased condominium corporation in accordance with Part XI of the Act.

## 1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule “B” attached hereto.

## 1.5 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule “C” attached hereto, and notwithstanding anything else provided in this Declaration to the contrary, it is expressly stipulated and declared that:

- (a) Each Residential Unit shall include:
  - (i) All pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular Residential Unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule “C” annexed hereto;
  - (ii) The complete individual mechanical heating and cooling system and the branch piping extending to the common pipe risers servicing the said Units;
  - (iii) All electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular Unit only, regardless of whether same are installed or located within or beyond the boundaries of said Units; and
  - (iv) Any branch piping extending to the common pipe risers, but excluding only the common pipe risers.
- (b) Each Residential Unit shall exclude:
  - (i) All concrete, concrete block or masonry portions of load bearing walls or columns located within any of the Units;
  - (ii) All pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any services to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular Residential Unit but which do not service that particular Unit;

- (iii) All the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system within the Building;
  - (iv) All exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes);
  - (v) All heating, ventilation and air conditioning equipment (hvac) including necessary ducts, flues, shafts, etc. and associated controls and related appurtenances of same whether located within or beyond any walls or floors which may comprise part of the boundaries of any Residential Unit.
- (c) Each Parking Unit shall exclude all fan, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Parking Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Parking Unit, together with any fire hose cabinets and steel guard rails abutting or affixed to, or hanging from any such columns or walls as well as any additional floor surfacing (membranes and coatings) that may be located within any such Parking Unit.
- (d) Each Locker Unit shall exclude all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Locker Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Locker Unit, together with any fire hose cabinets abutting or affixed to, or hanging from any such columns or walls.

#### 1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

#### 1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be c/o ICC Property Management Ltd., 2875 14th Avenue, Suite 300, Markham, Ontario, L3R 5H8, or other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o ICC Property Management Ltd., 2875 14<sup>th</sup> Avenue, Suite 300, Markham, Ontario, L3R 5H8. The Corporation's municipal address is 2343 Khalsa Gate, Oakville, Ontario.

#### 1.8 Approval Authority Requirements

There are no conditions imposed by the approval authority to be included in this Declaration.

#### 1.9 Architect/Engineer Certificates

The certificate(s) of the architect(s) and/or engineer(s) confirming that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

## ARTICLE II. COMMON EXPENSES

### 2.1 Specification of Common Expenses

The Common Expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

### 2.2 Payment of Common Expenses

- (a) Each Owner, including the Declarant, shall pay to the Corporation his/her proportionate share of the common expenses, as may be provided for by the By-laws and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or rules in force from time to time by any Owner, or by members of his/her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.
- (b) Hydro and Water:
  - (i) The Corporation shall contract for the purchase of electricity and water from the appropriate local distribution company(s) or with an independent energy retailing company(s) arranged for by the Declarant. Where not separately metered, electricity/water consumption in each Owner's Residential Unit shall be measured and invoiced by a sub-metering system(s) installed and operated by a third party supplier(s) (the "**Supplier**") arranged for by the Declarant.
  - (ii) Each Owner shall receive and be responsible for, payment of the invoice with respect to the electricity/water consumption for his/her Residential Unit. The Owner shall remit payment to the Supplier for electricity/water consumption, equipment and administrative fees, separate from any other obligations the Owner has with respect to payment of Common Expenses as an Owner within the Condominium.
  - (iii) Any monies owing with respect to invoices for electricity/water consumption and/or fees which is not paid to the Supplier by the Owner according to the terms of the invoice, may be paid by the Corporation to the Supplier and shall thereupon be a debt owed by the Owner. In such event, this debt shall, for such purposes only, be considered Common Expenses, and shall be collectible by the Corporation as if same were Common Expenses in arrears. Payment to the Supplier shall be made in such manner and with such frequency as determined by the Board and/or Supplier from time to time, acting reasonably. Interest will accrue on arrears of money owing for electricity/water consumption at a rate as determined by the Corporation and/or the Supplier.
  - (iv) As a condition of being supplied or continuing to be supplied with electricity/water, the Corporation and/or Supplier has the right to perform a credit check on an Owner, as well as to require an Owner to maintain a deposit with the Supplier. The Supplier is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of electricity/water.
  - (v) Notwithstanding any other provisions of this Declaration, the Owner authorizes entry to Units and the Common Elements by the Supplier or its subcontractors from time to time, as deemed necessary by the Supplier for the purposes of conducting inspection, maintenance, repair and reading of

the submeters. Work that is required within a Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.

- (vi) The Supplier shall be entitled, subject to complying with all other laws and regulations, to stop the supply of electricity/water to any Residential Unit where payments owing for same are in arrears.
- (vii) The Corporation will, at the request of the Declarant, enter into or assume an electricity/water Sub-metering Agreement(s) with the Supplier and will be responsible to pay all electricity/water related to the Common Elements.

### 2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (b) No part of the Reserve Fund shall be used except for the purpose for which the funds were established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

### 2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant's transfer, sale, lease or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

## **ARTICLE III. COMMON ELEMENTS**

### 3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements (including any exclusive use Common Elements) that:

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-Laws and Rules of the Corporation;
- (b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements (including exclusive use Common Elements) and/or their respective Unit;
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any

applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy;

- (e) may interfere with or impede the ability of the Manager to perform his/her duties; or
- (f) violates any municipal by-law, law, rule or ordinance.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements (including exclusive use Common Elements), impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-Law and/or the Rules.

### 3.2 Exclusive Use Common Elements

- (a) Subject to the provisions of the Act, this Declaration, the By-Laws and any Rules, the Owner of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to their Unit(s).
- (b) Each Owner, upon the Corporation's request, shall provide to the Corporation or to its any of its authorized workmen, servants, agents or contractors, access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of: (i) the Owner's exclusive use Common Elements; (ii) any other part of the Common Elements; (iii) any other Unit, or; (iv) any other part of the Condominium.

### 3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property (including the roof) or any part thereof as designated by the Board, from time to time.
- (b) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager.
- (c) Only Owners of Residential Units in this Condominium and their household and invited guests or their tenants shall have the use of the amenity facilities located within this Condominium.

### 3.4 Modifications of Common Elements, Assets and Services

#### (a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act. Notwithstanding the foregoing and notwithstanding anything to the contrary contained in this Declaration, the By-Laws or Rules, the Declarant shall have the right to make all installations, changes or alterations to the Common Elements (including any exclusive use Common Elements) as it determines, without obtaining the prior written approval of the Board or entering into any such agreement with the Corporation.

#### (b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66-2/3%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

Notwithstanding anything provided in this Declaration to the contrary, the Corporation shall not:

- (i) add, alter or remove any landscaping features erected by the Declarant and located on the Common Elements for a period of five (5) years from the date of registration of this Declaration, without the written consent of the Declarant, which consent may be unreasonably or arbitrarily withheld; and
- (ii) alter the grading the of the Common Elements, in any manner whatsoever, should such alteration deviate from municipally approved site plans and/or grading plans.

3.5 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.

3.6 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant or affiliated body corporate of the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements for the purposes of implementing, operating and/or administering the Declarant's (or any other party associated with the Declarant) marketing, sale, construction and/or customer service program(s) with respect to any Units in the Condominium and/or Phase II and/or any other lands owned or controlled by the Declarant or any company associated with the Declarant in the general vicinity of the Condominium, from time to time;
- (b) the Declarant or affiliated body corporate of the Declarant and its authorized agents or representatives and/or invitees shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, as described in subparagraph (a), upon any portion of the Common Elements, including any exclusive use portions of the Common Elements, and within or outside any Units, and at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to any of the foregoing parties for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to any of the foregoing party's marketing/sales/construction/customer-service office(s) and model suites;
- (c) the Declarant and its authorized agents, representatives and/or invitees shall together have the right to use visitor parking spaces to be designated by the Declarant in its sole discretion, without any charge to the Declarant for the use of same, for the purposes of implementing, operating and/or administering the marketing, sale,



construction and/or customer service program(s) with respect to the Condominium and/or Phase II and/or any other lands owned or controlled by the Declarant or any company associated with the Declarant in the general vicinity of the Condominium, from time to time;

- (d) the Declarant and its authorized agents, representatives and/or invitees shall have free access at all reasonable times to the Units and Common Elements (including any exclusive use Common Elements), in order to make inspections or do any work or repairs thereon which may be deemed necessary by the Declarant in connection with the completion of the Units, any warranty obligations of the Declarant or for any servicing or installations in connection with the Units, the Common Elements, Phase II or any other Units in the Condominium and this right shall be in addition to any rights and easements in favour of the Declarant pursuant to this Declaration or under the Act;
- (e) the Declarant shall have the right to construct and install any improvements or upgrades to exclusive use Common Elements including, without limiting the generality of the foregoing, floor finish, lighting, water features, pools, hot tubs, plantings, gas hook up, and such other matters as may be determined by the Declarant, in its sole and absolute discretion, all of which shall be maintained and repaired by the Owner of the Unit which has the benefit of such exclusive use area; and
- (f) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant or affiliated body corporate of the Declarant and its authorized agents, representatives, and/or invitees over the Common Elements or the visitor parking spaces of the Condominium.

### 3.7 Visitor Parking

The parking spaces located on Levels 1 and A and designated as visitor parking on the Description shall form part of the Common Elements and shall be for use by visitors to the Owners/occupiers of the Residential Units. There shall be no charge or fee for the use of these parking spaces. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation and shall be used by visitors to Owners/occupiers of Residential Units for the parking of their motor vehicles and shall not be used by Residential Unit Owners or for any other purpose whatsoever. Each parking space shall be individually designated as visitor parking by means of clearly visible signs. Provided that the Declarant its sales personnel, invitees, prospective purchasers and workman may park motor vehicles upon the visitor parking spaces until such time as all Units in the Property, including Phase II, are sold and conveyed by the Declarant and any applicable warranty period for all such Units has expired and until all work has been completed by the Declarant with respect to the Condominium.

### 3.8 Resident Bicycle Storage Spaces

The bicycle storage spaces located on Levels \_\_\_\_\_ and designated as resident bicycle spaces on the Description shall form part of the Common Elements and shall be for use by Owners of Residential Units in the Condominium and their tenants (the "**Resident Bicycle Storage Spaces**"). The Resident Bicycle Storage Spaces may not be leased or sold to any Owner or otherwise assigned. The Resident Bicycle Storage Spaces shall be maintained by the Corporation and shall be used by Owners of Residential Units and their tenants for the parking of their bicycles. Each Resident Bicycle Storage Space shall be individually designated as such by means of clearly visible signs. Provided that the Declarant, its sales personnel, invitees, prospective purchasers and workmen may use the Resident Bicycle Storage Spaces until such time as all Units in the Property, including Phase II are sold and conveyed by the Declarant.

### 3.9 Visitors' Bicycle Storage Spaces

The bicycle storage spaces located on Levels \_\_\_\_\_ and designated as visitor bicycle storage on the Description shall form part of the Common Elements and shall be for use by visitors to the Property (the "**Visitor Bicycle Storage Spaces**"). These Visitor Bicycle Storage Spaces may not be leased or sold to any Owner or otherwise assigned. The Visitor

Bicycle Storage Spaces shall be maintained by the Corporation and shall be used by visitors to the Property for the short-term parking of their bicycles and shall not be used by Residential Unit Owners or for any other purpose whatsoever. Each Visitor Bicycle Storage Space shall be individually designated as such by means of clearly visible signs. Provided that the Declarant, its sales personnel, invitees, prospective purchasers and workmen may use the Visitor Bicycle Storage Spaces until such time as all Units in the Property, including Phase II are sold and conveyed by the Declarant.

3.10 Smoking within the Common Elements

Smoking within the Common Elements is prohibited a) on or in any exclusive use Common Elements appurtenant to any Unit; b) in any interior Common Elements (save and except within any outdoor rooftop terrace); and c) within nine (9) metres of any door or window of any building or structure on the Property.

**ARTICLE IV.  
UNITS**

4.1 General Restrictions

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements, their respective exclusive use Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by by-law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such;
- (b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by by-law and the Rules;
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, except if same was originally provided by the Declarant or with the prior written consent of the Board, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except if same was installed or provided by the Declarant or with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white

or off white when visible from the outside and all draperies shall be lined in white to present a uniform appearance to the exterior of the Building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property; and

- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, except as may be permitted by the Declarant or the Board.

#### 4.2 Residential Units

- (a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall not be greater than the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction/service offices, displays and signs for marketing/sales/ leasing purposes upon the Common Elements, and within or outside any Unit, for the marketing of Units in this Corporation, including Phase II, or units in any other project being developed by the Declarant or its affiliates.
- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Residential Unit, except for signs marketing the Condominium, including Phase II, or Units contained therein by the Declarant and/or its related companies.
- (c) No animal, livestock or fowl of any kind, other than animals normally considered to be domestic pets defined as being one of the following: a cat; a dog; or a canary, budgie or another small caged bird; or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion to be a danger or nuisance to the residents of the Corporation shall be permitted in any Unit.
- (d) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Residential Unit is adjacent to or wherever situated in relation to the offending Residential Unit), then the Owner of such Residential Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis and shall be deemed to be additional contributions to Common Expenses and recoverable as such.
- (e) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition modification or alteration which is solely decorative in nature, in or to his Residential Unit or make any change, addition, modification or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.

- (f) (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
- (1) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or
  - (2) where he or she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
- (1) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
  - (2) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
  - (3) the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining

Residential Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Condominium, shall remain unchanged.

- (g) No barbecues may be used indoors or outdoors, save and except electric barbecues are permitted on patios, terraces or balconies for Residential Units. The foregoing shall not prevent the installation of barbecues in any outdoor amenity space comprising part of the Common Elements, as determined by the Declarant or approved by the Board.
- (h) Notwithstanding any other provision of this Declaration, the Declarant shall be entitled to redesign any Unit or Units (including any exclusive use portions of the Common Elements), including, without limiting the generality of the foregoing, the erection, removal or alteration of any internal walls within any Unit and/or the alteration and removal in whole or in part of a vertical boundary wall between two horizontally adjoining Units and/or cut a hole in the floor slab between two vertically adjoining Units and/or install any item or fixture as determined by the Declarant, in its sole and absolute discretion, without the prior consent of the Condominium. The Declarant shall, however, deliver to the Condominium the plans and specifications detailing the location, materials and method of construction and installation of such work and the Declarant shall comply with all relevant municipal and other governmental by-laws, rules and regulations in completing any such alterations to the Units.
- (i) Smoking is permitted within a Residential Unit. However, if the Smoking is deemed to be a nuisance by the Board, acting in its sole and absolute discretion, then, notwithstanding the foregoing, the Owner shall be obliged to take all steps that the Board deems necessary to eliminate said nuisance within a period of time to be established by the Board. Such steps may include, but are not limited to, the installation of additional exhaust fans or any other reasonable equipment, with smoke sensitive automatic controls, and, if alterations to the common elements are required for the said equipment or fans, entering into an agreement with the Corporation in accordance with Section 98 of the Act. Any associated costs shall be the sole responsibility of the Owner. Further, if, in the opinion of the Board, acting in its sole and absolute discretion, a nuisance continues after the period of time set out by the Board to correct the nuisance, and notwithstanding any steps taken by the Owner to eliminate such nuisance, the Board may require the Owner to cease Smoking in the Residential Unit.

#### 4.3 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the unit Owners to ensure that their vehicles can be properly operated and/or parked in this Condominium. The Owners of Parking Units shall not park more than one motor vehicle within the boundaries of such Parking Unit, provided however, that in no instance shall any portion of any motor vehicle parked within a Parking Unit protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the common elements or upon any other Unit. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.
- (b) The Declarant and its associated companies, at its option, shall have the right to use and allow its sales staff, authorized personnel, representatives, invitees or any prospective purchaser or tenant to use any unsold Parking Unit which right shall continue until such time as all Units in the Corporation, including Phase II, have been conveyed and the Declarant has completed all work in the Condominium, including Phase II, and all warranty periods expired.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the applicable governmental authority and approved by the requisite number of Owners at a meeting duly called for that purpose.

- (d) Certain of the Parking Units may be designated for the disabled (hereinafter, the "**Disabled Parking Unit(s)**") and these Disabled Parking Units shall be subject to the following:
- (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a Parking Unit which is not designated for the disabled, the owner or any person occupying a Disabled Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Disabled Parking Unit with the disabled driver for the parking unit which was purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.
  - (ii) When a disabled driver requests an exchange of occupancy rights for a Disabled Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Disabled Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner is not disabled.
  - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.
- (e) A certain number of Parking Units may contain electric automobile charging stations or wiring and/or conduits allowing for the installation of electric automobile charging stations (the "Electric Automobile Parking Units"). The Electric Automobile Parking Units will be subject to the following:
- (i) In the event that an Owner or tenant of a Residential Unit has or acquires an electric automobile, that is one that is partially or entirely powered by electricity and is required to plug in to recharge ("EA"), and does not own or otherwise occupy an Electric Automobile Parking Unit, an Owner or any person occupying an Electric Automobile Parking Unit shall, (if not then currently using the Electric Automobile Parking Unit for an EA), at the request of the EA owner and upon written notice from the Corporation, exchange the right to occupy the Electric Automobile Parking Unit with the EA owner, with the said exchange of the right to occupy the Electric Automobile Parking Unit to continue during the EA owner's use of the Electric Automobile Parking Unit for their EA while continuing as a resident in the Condominium.
  - (ii) When the EA owner requests an exchange of occupancy rights for an Electric Automobile Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Electric Automobile Parking Unit (such Electric Automobile Parking Unit to be selected at the Corporation's sole discretion) and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice, provided said Owner or occupant is also not using the Electric Automobile Parking Unit for an EA.
  - (iii) No rent, charges, fees or costs whatsoever shall be charged by the Owner/occupant or the Corporation in connection with the exchange of the right to occupy.
  - (iv) The EA owner shall be responsible, at its sole cost and expense, for any work required to energize the electric automobile charging station, including meters or sub-meters, outlets, wiring, conduits, breakers or other work in connection therewith, all of which must be completed in accordance with all applicable governmental and utility regulations and requirements and subject to the approval of the Corporation. The EA owner will be responsible, at its sole cost and expense, for all electricity and administrative charges in

connection with the use of the Electric Automobile Parking Unit, whether same are payable directly to the utility or to the Corporation.

#### 4.4 Locker Units

- (a) Each Locker Unit may only be used for the storage of bicycles and such other non-hazardous and/or non-combustible materials that shall not constitute a danger or nuisance to the residents of the Corporation, the Residential Units or the Common Elements and only in accordance with the applicable zoning by-law. The Board may from time to time restrict the categories of items that may be stored or used in the Locker Units. Each Locker Unit Owner shall maintain his/her Locker Unit in a clean sightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel, representatives, invitees or any prospective purchaser or tenant to use any unsold Locker Units which right shall continue until such time as all the Units in this Condominium, including Phase II, have been conveyed and the Declarant has completed all work in the Condominium, including Phase II.
- (c) Notwithstanding the provisions of this section, in the event that the Corporation becomes the Owner of any of the Locker Units, the Board may, from time to time, designate the said Locker Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.

#### 4.5 Restrictions on Sale and Lease of Parking Unit(s) and/or Locker Unit(s)

Notwithstanding anything hereinbefore or hereinafter provided to the contrary and save and except for any Parking Unit(s) and/or Locker Unit(s) owned by the Declarant and/or the Corporation, the ownership, sale, leasing, charging, assigning, transferring, or otherwise conveying of Parking Unit(s) and/or Locker Unit(s) shall be subject to the following restrictions:

- (a) any sale, transfer, assignment or other conveyance of aforesaid Units shall be made only to the Declarant, to the Condominium, to any Owner of a Residential Unit in the Condominium;
- (b) no Owner of a Residential Unit in the Condominium shall retain ownership of any such Unit after he or she has sold and conveyed title to his or her Residential Unit within the Condominium;
- (c) any lease of such Unit shall be made only to the Declarant, the Condominium, to any Owner or tenant of a Residential Unit in the Condominium, provided however, that if any such Unit is leased to a tenant of a Residential Unit in the Condominium, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit;
- (d) where any such Unit is leased to an Owner of a Residential Unit in the Condominium then upon the sale, transfer, assignment or other conveyance of the lessee's Residential Unit, the lease in respect of the Unit shall also be assigned by the said lessee to the transferee or new Owner of such Residential Unit within thirty (30) days of the registration of the transfer of title to the said Residential Unit, failing which the lease of the Unit shall be automatically terminated and be of no further force or effect and the Unit which is subject to such lease shall thereupon revert to the lessor thereof; and
- (e) where the lessee of such Unit is an owner of a Residential Unit in the Condominium and such lessee is deprived of possession and/or ownership of his or her Residential Unit in the Condominium through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against the said Residential Unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of nor further force or effect, whereupon the unit which is subject to such lease shall automatically revert to the lessor thereof.

#### 4.6 Leasing of Units

##### Notification of Lease:

- (a) Where an Owner leases his/her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
  - (iii) provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation; and
  - (iv) obtain from the lessee any acknowledgement(s) of warning clauses required pursuant to any agreement registered on title to the Property.
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (d) An Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant.
- (e) The term of any lease of a Parking Unit and/or Locker Unit shall terminate immediately upon the tenant ceasing to reside in a Residential Unit in the Condominium.
- (f) Any leasing of a Unit shall comply with the by-laws of the Municipality and the Rules.
- (g) Except for the Declarant (and its related and affiliated entities), where an Owner leases and/or permits a sublease of his/her Unit, such lease and/or sublease, or any renewal thereof shall not be for less than six (6) months in duration and such lease or sublease shall not contain an early termination period. Peer-to-peer subleases and/or licences such as those arranged by Airbnb and other similar providers shall not be permitted.

### **ARTICLE V. MAINTENANCE AND REPAIRS**

#### 5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his/her Unit, and subject to the provisions of the Declaration, each Owner shall repair his/her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his/her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:
  - (i) the interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his/her Unit;



- (ii) as well as clean the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his/her Unit and which are accessible by a patio, terrace or balcony, together with the patio, terrace or balcony itself which has been designated as an exclusive use area in respect of such Unit; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
  - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
  - (iv) all exhaust fans and fan motors located within the Unit, including in the kitchen and bathroom areas of a Residential Unit or adjacent Common Elements and services the Unit;
  - (v) his or her Parking Unit and Locker Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of same. For greater clarity, each Owner of a Parking Unit and/or Locker Unit shall be responsible for repairs and maintenance to the floor surface (including any protective membrane or coating) necessitated by spills or leakage;
  - (vi) the exclusive use patio, terrace or balcony to which his or her Residential Unit has exclusive use in a clean and sightly condition; and
  - (vii) gas fireplaces, if any, within the Residential Unit, provided that only persons certified to maintain and repair gas appliances shall be allowed to perform such services.
- (b) Each Owner shall further maintain, repair and replace any system, appliance or fixture that services his/her own Unit including the heating, air conditioning and ventilation equipment, including thermostatic controls that services his or her Residential Unit only (to and including the shut-off valve whether same is installed or located within or beyond the boundaries of the Unit) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board. The maintenance and repair of such equipment shall also be subject to any lease entered into by the Owner with respect to same.

## 5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, his/her residents, family members, guests, visitors, tenants, licensees or invitees to his/her Unit to so maintain and repair his/her Unit and such parts of the Common Elements for which he/she is responsible or caused by the negligence or wilful misconduct of the Owner, his/her residents, tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

## 5.3 Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements, other than any improvements to (and/or any facilities, services or amenities installed by any Unit Owner upon) any Common Elements set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all

exterior surfaces of doors which provide access to the Units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.

- (b) The Corporation shall maintain and repair the Parking Units and Locker Units at its own expense and shall be responsible for the maintenance and repair of the Common Elements and the exclusive use Common Elements, however, the Corporation shall not be responsible for the maintenance and repair of those parts of the aforesaid Units and Common Elements (and exclusive use common elements) which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1.
- (c) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Residential Unit.
- (d) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owners willful conduct, negligence or the willful conduct or negligence of his or her residents, tenants, invitees or licencees.
- (e) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such costs shall bear interest at the rate of eighteen (18%) per cent per annum, calculated monthly until paid by the Owner. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

#### **ARTICLE VI. INDEMNIFICATION**

- 6.1 Each Owner shall indemnify and save harmless the Corporation and the Declarant from and against any loss, costs, damage, injury or liability whatsoever which the Corporation and/or the Declarant may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

#### **ARTICLE VII. INSURANCE**

- 7.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

- (a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard " all risks " insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
  - (i) the Property and building, but excluding improvements made or acquired by an Owner; and

- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, and of the Units and Common Elements, without deduction for depreciation. This Insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the Common Elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
  - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation;
  - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
  - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
  - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.
- (d) Boiler, Machinery and Pressure Vessel Insurance: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound

by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his/her Unit;

- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article VII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

### 7.3 By the Owner

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each Owner at such Owner's own expense:
  - (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
  - (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation; and
  - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:

- (i) additional living expenses incurred by an Owner if forced to leave his/her Residential Unit by one of the hazards protected against under the Corporation's policy; and
- (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

**ARTICLE VIII.  
DUTIES OF THE CORPORATION**

8.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:

- (a) To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services to be provided to the Condominium, so that same are fully functional and operable during normal or customary hours of use.
- (b) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property (including Phase II) so as to enable the Declarant to construct, complete, maintain and repair the Condominium (including Phase II).
- (c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's or its associated companies ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with the Condominium (including Phase II) and/or any other lands owned or controlled by the Declarant or any company associated with the Declarant in the general vicinity of the Condominium, from time to time, as more particularly set out in the foregoing provisions of this Declaration.
- (d) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, encroachment, easement, utility, development or similar agreements, whether registered or unregistered, (including, without limiting the generality of the foregoing, any Section 37 Agreement), as well as enter into a formal assumption agreement(s) with the Municipality or other governmental or utility authorities or other parties to any such Agreement, relating thereto, if so required by the Declarant, Municipality, other governmental or utility authorities or other party to any such Agreement, pursuant to which the Corporation shall formerly confirm that it has assumed all obligations and liabilities of the Declarant arising thereunder, including the obligation to maintain, repair and replace (where necessary) the works, services and/or facilities constructed or installed by the Declarant upon or within the Property and that it has released and indemnified the Declarant from any such obligations and liabilities arising thereunder.
- (e) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance

audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6<sup>th</sup> month and the 10<sup>th</sup> month following the registration of this Declaration, then the Corporation shall have a duty to:

- (i) notify in advance and permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
- (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11<sup>th</sup> month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act.

- (f) To take all reasonable steps to collect from each Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses.
- (g) To grant, forthwith upon request by the Declarant or any utility or cable operator, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Units in the Condominium and/or Phase II and if so requested by the grantees of such easements or the Declarant, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and/or to Phase II, and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing, all without cost to the Declarant or any other party.
- (h) To enact such by-laws and undertake all such other action as may be required from time to time to authorize the grant of an easement or licence in favour of the Declarant or such other person(s) as the Declarant may direct to permit the Common Elements to be used for signage purposes if required by the Declarant.
- (i) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.
- (j) To grant, convey and provide to the Declarant, or such other party as may be designated by the Declarant, forthwith upon request, any and all authorizations and/or easements, and/or approvals and/or licenses to provide for any encroachments as may be requested by the Declarant, to facilitate construction activities and completion for Phase II and/or any neighbouring lands as required by the Declarant, including but not limited to, the use of a construction crane and ancillary devices over the Lands, the placement of hoarding, fencing or storage of materials, equipment and products in, on under or above the Lands, the placement of shoring, tiebacks, and/or underpinnings within or upon the subsurface of the Lands, the placement or attachment of lateral structural supports for the protection and benefit or existing foundations, load bearing walls and other below grade structural

components all within the Lands. All of which shall be provided without fee or compensation to the Corporation. The Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict any of the foregoing rights, approvals, licenses granted to the Declarant, or such other party as may be designated by the Declarant.

- (k) Not to object or oppose any rezoning, minor variance, severance application, approval, development or redevelopment of Phase II and/or any lands owned or controlled by the Declarant or its associated companies within the general vicinity of the Condominium.
- (l) To accept a Transfer/Deed of Land from the Declarant, upon thirty (30) days' notice, of any unsold Parking Units and/or Locker Units.
- (m) To execute and deliver all documentation necessary to release (or partially release) any easement benefiting the Property if any such easement (or part thereof) referred to in Schedule "A" of this Declaration is determined by the Declarant in its sole and absolute discretion to be unnecessary for the proper functioning or operation of the Condominium, including Phase II, all without cost to the Declarant.
- (n) To assume, enter into and comply with the terms and provisions of all equipment leases relating to equipment serving the Condominium entered into by the Declarant for and on behalf of the Condominium, all without cost to the Declarant.
- (o) To assume, enter into and comply with the terms of any agreement with a telecommunication service provider entered into by the Declarant for and on behalf of the Condominium.
- (p) To assume, enter into and comply with the terms and provision of the management agreement, sub-metering agreement, utility agreement and any other agreement entered into by the Declarant for and on behalf of the Condominium, all without cost to the Declarant.
- (q) To enter into, accept, perform and be bound by any of the covenants, agreements and obligations which it may or is required to assume under this Declaration and to take any and all steps which may be requested of it by the Declarant to fully implement in a timely manner the purposes, intent and provisions of this Declaration and any modifications and amendments thereto, all as may be provided for under this Declaration, all without cost to the Declarant.
- (r) To assume, enter into and comply with the terms of any agreements with a telecommunication service provider entered into by the Declarant for and on behalf of the condominium.
- (s) To execute upon the request of the Declarant, a release and abandonment of any easement enjoyed by this Condominium and created pursuant to this Declaration through any area that is ultimately part of Phase II such that this Condominium will continue to enjoy its easement rights with respect to those portions of Phase II that are reasonably necessary for the continued use and enjoyment of such easements and this Condominium shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements.
- (t) Not to object to the construction of Phase II nor claim such construction or any resulting noise, dust, vibration is an inconvenience or nuisance with any relevant governmental authorities.
- (u) If the Declarant shall register an amendment to this Declaration and Description pursuant to Sections 145 and 146 of the Act, then the Board shall forthwith prepare a revised annual budget to take into account the additional units and Common Elements created by such amendment.
- (v) Not to interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's Property, to cause) heat, hydro, water, gas and all other

requisite utility services to be provided to Phase II so that same are fully functional and operable.

- (w) To enter into, abide by and comply with the terms and provisions of the warranty agreement with the Declarant (the “**Warranty Agreement**”) which shall provide that:
- (i) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act, the Ontario New Home Warranties Plan Act, as amended and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program;
  - (ii) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium (including the Common Elements) and the Building shall be through the process established for and administered by Tarion Warranty Corporation;
  - (iii) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
  - (iv) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of action, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement;
  - (v) The Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any matter or thing relating to the Property, the Condominium (including the Common Elements) or the Building against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity. Such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes of action against any person or legal entity other than the entity named as the Declarant; and
  - (vi) the Warranty Agreement shall not be terminated or terminable by the Corporation following the Turnover Meeting.

**ARTICLE IX.  
GENERAL MATTERS AND ADMINISTRATION**

9.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.

In addition, the Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.

- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property.



The Corporation or anyone authorized by it may determine whether an emergency exists.

- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (d) The Corporation shall retain a master key to all locks controlling entry into each Unit. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Unit (nor on any doors within said Unit), nor with respect to any door(s) leading to any part of the exclusive use Common Element areas appurtenant to such Owner's Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

## 9.2 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

## 9.3 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

## 9.4 Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

## 9.5 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

## 9.6 Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given as follows:

- (a) to an Owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address as been given to the Corporation, then to such Owner at his Unit address;
- (b) to a Mortgagee who has notified the Corporation of its interest in any Unit, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;

- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out; and
- (d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the fifth business day following the day on which it was mailed. Any Owner or mortgagee or the Declarant may change his address for service by giving notice to the Corporation in the manner as aforesaid.

**IN WITNESS WHEREOF** the Declarant has hereunto affixed its corporate seal under the hands of its proper officer duly authorized in that behalf.

DATED at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**FERNBROOK CRYSTAL (UGAW) INC.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

**SCHEDULE 'A'**

**DESCRIPTION OF THE LANDS**

In the Town of Oakville, Regional Municipality of Halton, and Province of Ontario, being comprised of part of Lot 30, Concession 1, South of Dundas Street (Geographic Township of Trafalgar), designated as **PARTS 5 to 9 inclusive** on Reference Plan 20R-undeposited, hereinafter referred to as the "**Phase 1 (Initial) Condominium Lands**". (Being part of PIN 25071-0459 (LT Absolute)).

SUBJECT TO an easement in gross in favour of Bell Canada, over part of the **Phase 1 (Initial) Condominium Lands**, designated as **PART 9** on Reference Plan 20R-undeposited, as more particularly described in Instrument HR649556.

TOGETHER WITH an easement over Block 36 on Plan 20M-1024, as more particularly described in Instrument HR946823.

RESERVING easements in favour of part of Lot 30, Concession 1, South of Dundas Street (geographic Township of Trafalgar), designated as **PARTS 1 to 4 inclusive** on Reference Plan 20R-undeposited, hereinafter referred to as the "**Phase 2 Lands**", over the **Phase 1 (Initial) Condominium Lands** for the purposes of providing unlimited pedestrian and vehicular ingress and egress and to further permit the installation, maintenance, operation, alteration, repair, replacement and inspection of any storm and sanitary sewers, water pipes, water metering facilities, electrical, telephone, television and cable conduits, cables and wires, gas lines, fire protection and waste disposal systems and various other services and utilities. Construction hoarding, crane swing access of construction vehicles, storage of construction materials and any other services or access necessary for the construction of the building(s) within the **Phase 2 Lands**.

TOGETHER WITH easements over the **Phase 2 Lands** for the purposes of providing unlimited pedestrian and vehicular ingress and egress and to further permit the installation, maintenance, operation, alteration, repair, replacement and inspection of any storm and sanitary sewers, water pipes, water metering facilities, electrical, telephone, television and cable conduits, cables and wires, gas lines, fire protection and waste disposal systems and various other services and utilities. Construction hoarding, crane swing access of construction vehicles, storage of construction materials and any other services or access necessary for the construction of the building(s) within the **Phase 1 (Initial) Condominium Lands**.

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon the registration of the Declaration and Description and the Declarant is the registered owner of the property and appurtenant interests.

Goldman, Spring, Kichler & Sanders LLP  
Barristers and Solicitors and  
duly authorized agents for  
Fernbrook Crystal (UGAW) Inc.

\_\_\_\_\_ per: \_\_\_\_\_  
Dated **Sheldon B. Spring**

**NOTE:**

This condominium is the initial Phase of a 2-phased project (under Section 145 of the Condominium Act). The extent of the lands illustrated are based on preliminary design and the Declarant, at its sole, absolute and unfettered discretion, shall determine the final condominium property limits for each phase and shall create, enter into or transfer easements for the servicing and benefit of this condominium and the other phases. The Declarant may also, at its sole, absolute and unfettered discretion, transfer portions of the lands for 0.30 metre reserves or other purposes, as it deems necessary or advantageous to the development of the site. The final condominium property limits and the easements pertaining to this specific phase shall be more precisely described in the final Description and Declaration submitted for condominium registration.

**SCHEDULE "B"**

**CONSENT**

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. I(We) \_\_\_\_\_ have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number \_\_\_\_\_ in the Land Registry Office for the Land Titles Division of Halton (No. 20).
2. I(We) consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. I(We) postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. I am (We are) entitled by law to grant this consent and postponement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

**SCHEDULE 'C'**  
Phase 1 (Initial)

**UNIT BOUNDARIES**

Each Residential Unit, Parking Unit, and Locker Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 6 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces and planes referred to below, are illustrated on Part 1, Sheets 1 to 6 inclusive of the Description and all dimensions shall have reference to them.

Without limiting the generalities of the foregoing, the boundaries of each Unit are as follows:

1. **BOUNDARIES OF THE RESIDENTIAL UNITS** (approximately 324 Units)  
(Proposed Units 1 to 32 inclusive on Level 1; Units 1 to 40 inclusive on Level 2; Units 1 to 42 inclusive on Levels 3 to 8 inclusive.)
  - a) Each Residential Unit shall be bounded vertically by:
    - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
    - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
  - b) Each Residential Unit shall be bounded horizontally by:
    - i) The back side face of the drywall sheathing and the production thereof on all exterior walls or walls separating a unit from the common elements.
    - ii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.
    - iii) In the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and concrete columns, the unit boundaries are the back side face of the drywall sheathing and the production thereof, enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and masonry structural columns and walls.
2. **BOUNDARIES OF THE PARKING UNITS**  
(Proposed 333 Units on Levels A and B)
  - a) Each Parking Unit shall be bounded vertically by:
    - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
    - ii) The plane established 2.10 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.
  - b) Each Parking Unit shall be bounded horizontally by one or a combination of:
    - i) The vertical plane established by measurements.
    - ii) The surface and plane of the masonry wall or column and/or the production thereof.
    - iii) The vertical plane established by the line and face of the columns and/or the production thereof.
    - iv) The vertical plane established by the centreline of columns and/or the production thereof.
    - v) The vertical plane established by measurements and perpendicular to the masonry wall.
    - vi) The vertical plane established perpendicular to the masonry wall and passing through the centreline of the column and/or the production thereof.
    - vii) The vertical plane established by the face of the concrete column and perpendicular to the masonry wall.

**SCHEDULE 'C'**  
Phase 1 (Initial)

**UNIT BOUNDARIES**

**3. BOUNDARIES OF THE LOCKER UNITS**

(Proposed 324 Units on Levels A and B)

- a) Each Locker Unit shall be bounded vertically by:
- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
  - ii) The interior surface and plane of the steel wire mesh and frame.
- b) Each Locker Unit shall be bounded horizontally by one or a combination of:
- i) The surface and plane of the masonry wall or column and/or the production thereof.
  - ii) The back side face of the drywall sheathing and the production thereof
  - i) The interior surface and plane of the steel wire mesh and frame.
  - ii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.

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I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 6 inclusive the Description.

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Dated

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J. EDUARDO LINHARES  
Ontario Land Surveyor

*Reference should be made to the provisions of the Declaration itself in order to determine the maintenance and repair responsibilities for any Unit and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.*

**NOTE:** The Declarant, at its sole, absolute and unfettered discretion, reserves the right to: (a) increase, decrease, eliminate or vary the number and types of all units on all levels; (b) increase or decrease the number of levels within the Building which forms part of the Condominium; (c) re-number all unit and level numbers; (d) revise unit boundaries to reflect "as-built" conditions at the time of condominium registration.

**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
101	1	1	0.24735	0.24735	0.30864
102	1	2	0.24400	0.24400	0.30864
103	1	3	0.24400	0.24400	0.30864
104	1	4	0.24400	0.24400	0.30864
105	1	5	0.24651	0.24651	0.30864
106	1	6	0.30227	0.30227	0.30864
107	1	7	0.30017	0.30017	0.30864
108	1	8	0.29347	0.29347	0.30864
109	1	9	0.29347	0.29347	0.30864
110	1	10	0.30227	0.30227	0.30864
111	1	11	0.25154	0.25154	0.30864
112	1	12	0.24400	0.24400	0.30864
113	1	13	0.24400	0.24400	0.30864
114	1	14	0.24064	0.24064	0.30864
115	1	15	0.24064	0.24064	0.30864
116	1	16	0.24400	0.24400	0.30864
117	1	17	0.28634	0.28634	0.30864
118	1	18	0.28634	0.28634	0.30864
119	1	19	0.28257	0.28257	0.30864
120	1	20	0.28257	0.28257	0.30864
121	1	21	0.28927	0.28927	0.30864
122	1	22	0.23268	0.23268	0.30864
123	1	23	0.31904	0.31904	0.30864
124	1	24	0.24567	0.24567	0.30864
125	1	25	0.24400	0.24400	0.30864
126	1	26	0.24400	0.24400	0.30864
127	1	27	0.24400	0.24400	0.30864
128	1	28	0.24400	0.24400	0.30864
129	1	29	0.24232	0.24232	0.30864
130	1	30	0.24777	0.24777	0.30864
131	1	31	0.19536	0.19536	0.30864
132	1	32	0.19830	0.19830	0.30864
201	2	1	0.23268	0.23268	0.30864
202	2	2	0.19536	0.19536	0.30864
203	2	3	0.24400	0.24400	0.30864
204	2	4	0.24400	0.24400	0.30864
205	2	5	0.24400	0.24400	0.30864
206	2	6	0.24400	0.24400	0.30864
207	2	7	0.24232	0.24232	0.30864
208	2	8	0.31569	0.31569	0.30864
209	2	9	0.23477	0.23477	0.30864
210	2	10	0.30017	0.30017	0.30864
211	2	11	0.30017	0.30017	0.30864
212	2	12	0.29347	0.29347	0.30864
213	2	13	0.29347	0.29347	0.30864
214	2	14	0.29975	0.29975	0.30864
215	2	15	0.29724	0.29724	0.30864
216	2	16	0.29766	0.29766	0.30864
217	2	17	0.32826	0.32826	0.30864

**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
218	2	18	0.24316	0.24316	0.30864
219	2	19	0.24400	0.24400	0.30864
220	2	20	0.24400	0.24400	0.30864
221	2	21	0.24064	0.24064	0.30864
222	2	22	0.24064	0.24064	0.30864
223	2	23	0.24400	0.24400	0.30864
224	2	24	0.28634	0.28634	0.30864
225	2	25	0.28634	0.28634	0.30864
226	2	26	0.28257	0.28257	0.30864
227	2	27	0.28257	0.28257	0.30864
228	2	28	0.28927	0.28927	0.30864
229	2	29	0.23016	0.23016	0.30864
230	2	30	0.40708	0.40708	0.30864
231	2	31	0.24567	0.24567	0.30864
232	2	32	0.24400	0.24400	0.30864
233	2	33	0.24400	0.24400	0.30864
234	2	34	0.24400	0.24400	0.30864
235	2	35	0.24400	0.24400	0.30864
236	2	36	0.24232	0.24232	0.30864
237	2	37	0.24777	0.24777	0.30864
238	2	38	0.19536	0.19536	0.30864
239	2	39	0.19536	0.19536	0.30864
240	2	40	0.19746	0.19746	0.30864
301	3	1	0.23226	0.23226	0.30864
302	3	2	0.19536	0.19536	0.30864
303	3	3	0.24400	0.24400	0.30864
304	3	4	0.24400	0.24400	0.30864
305	3	5	0.24400	0.24400	0.30864
306	3	6	0.24400	0.24400	0.30864
307	3	7	0.24232	0.24232	0.30864
308	3	8	0.31485	0.31485	0.30864
309	3	9	0.28257	0.28257	0.30864
310	3	10	0.23058	0.23058	0.30864
311	3	11	0.30017	0.30017	0.30864
312	3	12	0.30017	0.30017	0.30864
313	3	13	0.29347	0.29347	0.30864
314	3	14	0.29347	0.29347	0.30864
315	3	15	0.29975	0.29975	0.30864
316	3	16	0.29724	0.29724	0.30864
317	3	17	0.29766	0.29766	0.30864
318	3	18	0.35258	0.35258	0.30864
319	3	19	0.24316	0.24316	0.30864
320	3	20	0.24400	0.24400	0.30864
321	3	21	0.24400	0.24400	0.30864
322	3	22	0.24064	0.24064	0.30864
323	3	23	0.24064	0.24064	0.30864
324	3	24	0.24400	0.24400	0.30864
325	3	25	0.28634	0.28634	0.30864
326	3	26	0.28634	0.28634	0.30864
327	3	27	0.28257	0.28257	0.30864



**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
328	3	28	0.28257	0.28257	0.30864
329	3	29	0.28927	0.28927	0.30864
330	3	30	0.23016	0.23016	0.30864
331	3	31	0.40331	0.40331	0.30864
332	3	32	0.36390	0.36390	0.30864
333	3	33	0.24232	0.24232	0.30864
334	3	34	0.24400	0.24400	0.30864
335	3	35	0.24400	0.24400	0.30864
336	3	36	0.24400	0.24400	0.30864
337	3	37	0.24400	0.24400	0.30864
338	3	38	0.24232	0.24232	0.30864
339	3	39	0.24777	0.24777	0.30864
340	3	40	0.19536	0.19536	0.30864
341	3	41	0.19536	0.19536	0.30864
342	3	42	0.19746	0.19746	0.30864
401	4	1	0.23226	0.23226	0.30864
402	4	2	0.19536	0.19536	0.30864
403	4	3	0.24400	0.24400	0.30864
404	4	4	0.24400	0.24400	0.30864
405	4	5	0.24400	0.24400	0.30864
406	4	6	0.24400	0.24400	0.30864
407	4	7	0.24232	0.24232	0.30864
408	4	8	0.31485	0.31485	0.30864
409	4	9	0.28257	0.28257	0.30864
410	4	10	0.23058	0.23058	0.30864
411	4	11	0.30017	0.30017	0.30864
412	4	12	0.30017	0.30017	0.30864
413	4	13	0.29347	0.29347	0.30864
414	4	14	0.29347	0.29347	0.30864
415	4	15	0.29975	0.29975	0.30864
416	4	16	0.29724	0.29724	0.30864
417	4	17	0.29766	0.29766	0.30864
418	4	18	0.35258	0.35258	0.30864
419	4	19	0.24316	0.24316	0.30864
420	4	20	0.24400	0.24400	0.30864
421	4	21	0.24400	0.24400	0.30864
422	4	22	0.24064	0.24064	0.30864
423	4	23	0.24064	0.24064	0.30864
424	4	24	0.24400	0.24400	0.30864
425	4	25	0.28634	0.28634	0.30864
426	4	26	0.28634	0.28634	0.30864
427	4	27	0.28257	0.28257	0.30864
428	4	28	0.28257	0.28257	0.30864
429	4	29	0.28927	0.28927	0.30864
430	4	30	0.23016	0.23016	0.30864
431	4	31	0.40331	0.40331	0.30864
432	4	32	0.36390	0.36390	0.30864
433	4	33	0.24232	0.24232	0.30864
434	4	34	0.24400	0.24400	0.30864
435	4	35	0.24400	0.24400	0.30864
436	4	36	0.24400	0.24400	0.30864

**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
437	4	37	0.24400	0.24400	0.30864
438	4	38	0.24232	0.24232	0.30864
439	4	39	0.24777	0.24777	0.30864
440	4	40	0.19536	0.19536	0.30864
441	4	41	0.19536	0.19536	0.30864
442	4	42	0.19746	0.19746	0.30864
501	5	1	0.23226	0.23226	0.30864
502	5	2	0.19536	0.19536	0.30864
503	5	3	0.24400	0.24400	0.30864
504	5	4	0.24400	0.24400	0.30864
505	5	5	0.24400	0.24400	0.30864
506	5	6	0.24400	0.24400	0.30864
507	5	7	0.24232	0.24232	0.30864
508	5	8	0.31485	0.31485	0.30864
509	5	9	0.28257	0.28257	0.30864
510	5	10	0.23058	0.23058	0.30864
511	5	11	0.30017	0.30017	0.30864
512	5	12	0.30017	0.30017	0.30864
513	5	13	0.29347	0.29347	0.30864
514	5	14	0.29347	0.29347	0.30864
515	5	15	0.29975	0.29975	0.30864
516	5	16	0.29724	0.29724	0.30864
517	5	17	0.29766	0.29766	0.30864
518	5	18	0.35258	0.35258	0.30864
519	5	19	0.24316	0.24316	0.30864
520	5	20	0.24400	0.24400	0.30864
521	5	21	0.24400	0.24400	0.30864
522	5	22	0.24064	0.24064	0.30864
523	5	23	0.24064	0.24064	0.30864
524	5	24	0.24400	0.24400	0.30864
525	5	25	0.28634	0.28634	0.30864
526	5	26	0.28634	0.28634	0.30864
527	5	27	0.28257	0.28257	0.30864
528	5	28	0.28257	0.28257	0.30864
529	5	29	0.28927	0.28927	0.30864
530	5	30	0.23016	0.23016	0.30864
531	5	31	0.40331	0.40331	0.30864
532	5	32	0.36390	0.36390	0.30864
533	5	33	0.24232	0.24232	0.30864
534	5	34	0.24400	0.24400	0.30864
535	5	35	0.24400	0.24400	0.30864
536	5	36	0.24400	0.24400	0.30864
537	5	37	0.24400	0.24400	0.30864
538	5	38	0.24232	0.24232	0.30864
539	5	39	0.24777	0.24777	0.30864
540	5	40	0.19536	0.19536	0.30864
541	5	41	0.19536	0.19536	0.30864
542	5	42	0.19746	0.19746	0.30864
601	6	1	0.23226	0.23226	0.30864
602	6	2	0.19536	0.19536	0.30864

**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
603	6	3	0.24400	0.24400	0.30864
604	6	4	0.24400	0.24400	0.30864
605	6	5	0.24400	0.24400	0.30864
606	6	6	0.24400	0.24400	0.30864
607	6	7	0.24232	0.24232	0.30864
608	6	8	0.31485	0.31485	0.30864
609	6	9	0.28257	0.28257	0.30864
610	6	10	0.23058	0.23058	0.30864
611	6	11	0.30017	0.30017	0.30864
612	6	12	0.30017	0.30017	0.30864
613	6	13	0.29347	0.29347	0.30864
614	6	14	0.29347	0.29347	0.30864
615	6	15	0.29975	0.29975	0.30864
616	6	16	0.29724	0.29724	0.30864
617	6	17	0.29766	0.29766	0.30864
618	6	18	0.35258	0.35258	0.30864
619	6	19	0.24316	0.24316	0.30864
620	6	20	0.24400	0.24400	0.30864
621	6	21	0.24400	0.24400	0.30864
622	6	22	0.24064	0.24064	0.30864
623	6	23	0.24064	0.24064	0.30864
624	6	24	0.24400	0.24400	0.30864
625	6	25	0.28634	0.28634	0.30864
626	6	26	0.28634	0.28634	0.30864
627	6	27	0.28257	0.28257	0.30864
628	6	28	0.28257	0.28257	0.30864
629	6	29	0.28927	0.28927	0.30864
630	6	30	0.23016	0.23016	0.30864
631	6	31	0.40331	0.40331	0.30864
632	6	32	0.36390	0.36390	0.30864
633	6	33	0.24232	0.24232	0.30864
634	6	34	0.24400	0.24400	0.30864
635	6	35	0.24400	0.24400	0.30864
636	6	36	0.24400	0.24400	0.30864
637	6	37	0.24400	0.24400	0.30864
638	6	38	0.24232	0.24232	0.30864
639	6	39	0.24777	0.24777	0.30864
640	6	40	0.19536	0.19536	0.30864
641	6	41	0.19536	0.19536	0.30864
642	6	42	0.19746	0.19746	0.30864
701	7	1	0.23226	0.23226	0.30864
702	7	2	0.19536	0.19536	0.30864
703	7	3	0.24400	0.24400	0.30864
704	7	4	0.24400	0.24400	0.30864
705	7	5	0.24400	0.24400	0.30864
706	7	6	0.24400	0.24400	0.30864
707	7	7	0.24232	0.24232	0.30864
708	7	8	0.31485	0.31485	0.30864
709	7	9	0.28257	0.28257	0.30864
710	7	10	0.23058	0.23058	0.30864
711	7	11	0.30017	0.30017	0.30864

**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
712	7	12	0.30017	0.30017	0.30864
713	7	13	0.29347	0.29347	0.30864
714	7	14	0.29347	0.29347	0.30864
715	7	15	0.29975	0.29975	0.30864
716	7	16	0.29724	0.29724	0.30864
717	7	17	0.29766	0.29766	0.30864
718	7	18	0.35258	0.35258	0.30864
719	7	19	0.24316	0.24316	0.30864
720	7	20	0.24400	0.24400	0.30864
721	7	21	0.24400	0.24400	0.30864
722	7	22	0.24064	0.24064	0.30864
723	7	23	0.24064	0.24064	0.30864
724	7	24	0.24400	0.24400	0.30864
725	7	25	0.28634	0.28634	0.30864
726	7	26	0.28634	0.28634	0.30864
727	7	27	0.28257	0.28257	0.30864
728	7	28	0.28257	0.28257	0.30864
729	7	29	0.28927	0.28927	0.30864
730	7	30	0.23016	0.23016	0.30864
731	7	31	0.40331	0.40331	0.30864
732	7	32	0.36390	0.36390	0.30864
733	7	33	0.24232	0.24232	0.30864
734	7	34	0.24400	0.24400	0.30864
735	7	35	0.24400	0.24400	0.30864
736	7	36	0.24400	0.24400	0.30864
737	7	37	0.24400	0.24400	0.30864
738	7	38	0.24232	0.24232	0.30864
739	7	39	0.24777	0.24777	0.30864
740	7	40	0.19536	0.19536	0.30864
741	7	41	0.19536	0.19536	0.30864
742	7	42	0.19746	0.19746	0.30864
801	8	1	0.23268	0.23268	0.30864
802	8	2	0.19536	0.19536	0.30864
803	8	3	0.24400	0.24400	0.30864
804	8	4	0.24400	0.24400	0.30864
805	8	5	0.24400	0.24400	0.30864
806	8	6	0.24400	0.24400	0.30864
807	8	7	0.24232	0.24232	0.30864
808	8	8	0.27754	0.27754	0.30864
809	8	9	0.28257	0.28257	0.30864
810	8	10	0.23058	0.23058	0.30864
811	8	11	0.30017	0.30017	0.30864
812	8	12	0.30017	0.30017	0.30864
813	8	13	0.29347	0.29347	0.30864
814	8	14	0.29347	0.29347	0.30864
815	8	15	0.29975	0.29975	0.30864
816	8	16	0.29724	0.29724	0.30864
817	8	17	0.29766	0.29766	0.30864
818	8	18	0.35258	0.35258	0.30864
819	8	19	0.24316	0.24316	0.30864
820	8	20	0.24400	0.24400	0.30864

**Schedule "D"**  
**Unit Percentage Contributions**

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
821	8	21	0.24400	0.24400	0.30864
822	8	22	0.24064	0.24064	0.30864
823	8	23	0.24064	0.24064	0.30864
824	8	24	0.24400	0.24400	0.30864
825	8	25	0.28634	0.28634	0.30864
826	8	26	0.28634	0.28634	0.30864
827	8	27	0.28257	0.28257	0.30864
828	8	28	0.28257	0.28257	0.30864
829	8	29	0.28927	0.28927	0.30864
830	8	30	0.23016	0.23016	0.30864
831	8	31	0.33665	0.33665	0.30864
832	8	32	0.33832	0.33832	0.30864
833	8	33	0.24232	0.24232	0.30864
834	8	34	0.24400	0.24400	0.30864
835	8	35	0.24400	0.24400	0.30864
836	8	36	0.24400	0.24400	0.30864
837	8	37	0.24400	0.24400	0.30864
838	8	38	0.24232	0.24232	0.30864
839	8	39	0.24777	0.24777	0.30864
840	8	40	0.19536	0.19536	0.30864
841	8	41	0.19536	0.19536	0.30864
842	8	42	0.19746	0.19746	0.30864
<b>Parking and Storage Units</b>					
333 Regular Parking Units @ \$49.50/month		0.03628	12.08124	12.08124	
324 Storage Units @ 11.95/month		0.00876	2.83824	2.83824	
<b>Total</b>			<b>100.00000</b>	<b>100.00000</b>	<b>100.00000</b>

## SCHEDULE "E"

### SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
  - (i) insurance premiums and the necessary appraisals;
  - (ii) water and sewage and electricity respecting Common Elements;
  - (iii) maintenance materials, tools and supplies;
  - (iv) snow removal and landscaping;
  - (v) fuel, including gas, oil and hydro electricity unless metered separately, or check metered, for each Unit;
  - (vi) waste and garbage disposal and/or collection unless collected by the Municipality or Region;
  - (vii) television, antenna or cable/internet (if cable television and/or internet access is supplied by bulk agreement and not individually billed to occupants of Units) or satellite dish; and
  - (viii) arrears or monies owing for hydro/water/gas/thermal energy service and/or related administrative or other charges provided to the Residential Units should same be separately metered, check metered or otherwise measured and are paid or are payable by the Corporation.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

**EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS**

Subject to the provisions of the Declaration, the By-laws and the Rules of the Corporation as well as the right of entry in favour of the Corporation for the purposes of facilitating any requisite maintenance and/or repair work or to give access to the utility and service areas appurtenant thereto:

- a) The owner(s) of the Residential Units on Levels 2 to 8 inclusive shall have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Balcony** and/or **Terrace** and is illustrated on Part 1, Sheets 3 to 6 inclusive of the Description.
  
- b) The owner(s) of a Residential Unit on Level 1 shall each have the exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Patio** and is illustrated on Part 1, Sheets 1 and 2 of the Description.

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of the Exclusive Use Portions of the Common Elements shall not form part thereof.

NOTE: The Declarant, at its sole discretion, may change the extent of exclusive use common elements in this project.

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD  
CONDOMINIUM CORPORATION)  
(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR  
CLAUSE 8 (1) (E) OR (H) OF THE *CONDOMINIUM ACT, 1998*)**

*Condominium Act, 1998*

I certify that:

*[Strike out whichever is not applicable:]*

Each building on the property

OR

*(In the case of an amendment to the declaration creating a phase:*

*Each building on the land included in the phase)]*

has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

*(Check whichever boxes are applicable)*

1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.  Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4.  All underground garages have walls and floor assemblies in place.

OR

- There are no underground garages.
5.  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6.  All installations with respect to the provision of water and sewage services are in place.



7.  All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

8.  All installations with respect to the provision of air conditioning are in place.

OR

There are no installations with respect to the provision of air conditioning.

9.  All installations with respect to the provision of electricity are in place.

10.  All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

There are no indoor and outdoor swimming pools.

11.  Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(print name)*

*(Strike out whichever is not applicable:*

Architect

Professional Engineer)

AMENDMENT TO SCHEDULE "G"  
(subsection 52(5) of the O. Reg. 48/01)

STATEMENT OF MUNICIPALITY

The Town of Oakville hereby states that all facilities and services have been installed or provided as are necessary to ensure the independent operation of the corporation if no subsequent phases are created.

OR

The Town of Oakville hereby states that a bond or other security has been posted that is sufficient to ensure the independent operation of the corporation if no subsequent phases are created.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE CORPORATION OF THE  
TOWN OF OAKVILLE**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

**Schedule "D"**  
**Unit Percentage Contributions**

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
Phase I					
101	1	1	0.16687	0.16687	0.20534
102	1	2	0.16461	0.16461	0.20534
103	1	3	0.16461	0.16461	0.20534
104	1	4	0.16461	0.16461	0.20534
105	1	5	0.16630	0.16630	0.20534
106	1	6	0.20392	0.20392	0.20534
107	1	7	0.20251	0.20251	0.20534
108	1	8	0.19798	0.19798	0.20534
109	1	9	0.19798	0.19798	0.20534
110	1	10	0.20392	0.20392	0.20534
111	1	11	0.16970	0.16970	0.20534
112	1	12	0.16461	0.16461	0.20534
113	1	13	0.16461	0.16461	0.20534
114	1	14	0.16234	0.16234	0.20534
115	1	15	0.16234	0.16234	0.20534
116	1	16	0.16461	0.16461	0.20534
117	1	17	0.19317	0.19317	0.20534
118	1	18	0.19317	0.19317	0.20534
119	1	19	0.19063	0.19063	0.20534
120	1	20	0.19063	0.19063	0.20534
121	1	21	0.19515	0.19515	0.20534
122	1	22	0.15697	0.15697	0.20534
123	1	23	0.21523	0.21523	0.20534
124	1	24	0.16574	0.16574	0.20534
125	1	25	0.16461	0.16461	0.20534
126	1	26	0.16461	0.16461	0.20534
127	1	27	0.16461	0.16461	0.20534
128	1	28	0.16461	0.16461	0.20534
129	1	29	0.16348	0.16348	0.20534
130	1	30	0.16715	0.16715	0.20534
131	1	31	0.13180	0.13180	0.20534
132	1	32	0.13378	0.13378	0.20534
Phase II					
101	1	33	0.14170	0.14170	0.20534
102	1	34	0.16404	0.16404	0.20534
103	1	35	0.16404	0.16404	0.20534
104	1	36	0.21240	0.21240	0.20534
105	1	37	0.16291	0.16291	0.20534
106	1	38	0.21212	0.21212	0.20534
107	1	39	0.10663	0.10663	0.20534
108	1	40	0.19204	0.19204	0.20534
109	1	41	0.19034	0.19034	0.20534
110	1	42	0.17535	0.17535	0.20534
111	1	43	0.19911	0.19911	0.20534
112	1	44	0.19317	0.19317	0.20534
113	1	45	0.19034	0.19034	0.20534
114	1	46	0.19657	0.19657	0.20534
115	1	47	0.10663	0.10663	0.20534
116	1	48	0.21212	0.21212	0.20534
117	1	49	0.16546	0.16546	0.20534

**Schedule "D"**  
**Unit Percentage Contributions**

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
118	1	50	0.16574	0.16574	0.20534
119	1	51	0.16489	0.16489	0.20534
120	1	52	0.14113	0.14113	0.20534
Phase I					
201	2	1	0.15697	0.15697	0.20534
202	2	2	0.13180	0.13180	0.20534
203	2	3	0.16461	0.16461	0.20534
204	2	4	0.16461	0.16461	0.20534
205	2	5	0.16461	0.16461	0.20534
206	2	6	0.16461	0.16461	0.20534
207	2	7	0.16348	0.16348	0.20534
208	2	8	0.21297	0.21297	0.20534
209	2	9	0.15838	0.15838	0.20534
210	2	10	0.20251	0.20251	0.20534
211	2	11	0.20251	0.20251	0.20534
212	2	12	0.19798	0.19798	0.20534
213	2	13	0.19798	0.19798	0.20534
214	2	14	0.20222	0.20222	0.20534
215	2	15	0.20053	0.20053	0.20534
216	2	16	0.20081	0.20081	0.20534
217	2	17	0.22146	0.22146	0.20534
218	2	18	0.16404	0.16404	0.20534
219	2	19	0.16461	0.16461	0.20534
220	2	20	0.16461	0.16461	0.20534
221	2	21	0.16234	0.16234	0.20534
222	2	22	0.16234	0.16234	0.20534
223	2	23	0.16461	0.16461	0.20534
224	2	24	0.19317	0.19317	0.20534
225	2	25	0.19317	0.19317	0.20534
226	2	26	0.19063	0.19063	0.20534
227	2	27	0.19063	0.19063	0.20534
228	2	28	0.19515	0.19515	0.20534
229	2	29	0.15527	0.15527	0.20534
230	2	30	0.27463	0.27463	0.20534
231	2	31	0.16574	0.16574	0.20534
232	2	32	0.16461	0.16461	0.20534
233	2	33	0.16461	0.16461	0.20534
234	2	34	0.16461	0.16461	0.20534
235	2	35	0.16461	0.16461	0.20534
236	2	36	0.16348	0.16348	0.20534
237	2	37	0.16715	0.16715	0.20534
238	2	38	0.13180	0.13180	0.20534
239	2	39	0.13180	0.13180	0.20534
240	2	40	0.13321	0.13321	0.20534
Phase II					
201	2	41	0.14170	0.14170	0.20534
202	2	42	0.16404	0.16404	0.20534
203	2	43	0.16404	0.16404	0.20534
204	2	44	0.21212	0.21212	0.20534
205	2	45	0.16234	0.16234	0.20534

**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
206	2	46	0.21212	0.21212	0.20534
207	2	47	0.15669	0.15669	0.20534
208	2	48	0.19006	0.19006	0.20534
209	2	49	0.19034	0.19034	0.20534
210	2	50	0.17337	0.17337	0.20534
211	2	51	0.15697	0.15697	0.20534
212	2	52	0.19741	0.19741	0.20534
213	2	53	0.19317	0.19317	0.20534
214	2	54	0.19034	0.19034	0.20534
215	2	55	0.19459	0.19459	0.20534
216	2	56	0.15669	0.15669	0.20534
217	2	57	0.21212	0.21212	0.20534
218	2	58	0.16234	0.16234	0.20534
219	2	59	0.21240	0.21240	0.20534
220	2	60	0.16404	0.16404	0.20534
221	2	61	0.16404	0.16404	0.20534
222	2	62	0.16404	0.16404	0.20534
223	2	63	0.16630	0.16630	0.20534
224	2	64	0.16574	0.16574	0.20534
225	2	65	0.16489	0.16489	0.20534
226	2	66	0.14113	0.14113	0.20534
Phase I					
301	3	1	0.15669	0.15669	0.20534
302	3	2	0.13180	0.13180	0.20534
303	3	3	0.16461	0.16461	0.20534
304	3	4	0.16461	0.16461	0.20534
305	3	5	0.16461	0.16461	0.20534
306	3	6	0.16461	0.16461	0.20534
307	3	7	0.16348	0.16348	0.20534
308	3	8	0.21240	0.21240	0.20534
309	3	9	0.19063	0.19063	0.20534
310	3	10	0.15556	0.15556	0.20534
311	3	11	0.20251	0.20251	0.20534
312	3	12	0.20251	0.20251	0.20534
313	3	13	0.19798	0.19798	0.20534
314	3	14	0.19798	0.19798	0.20534
315	3	15	0.20222	0.20222	0.20534
316	3	16	0.20053	0.20053	0.20534
317	3	17	0.20081	0.20081	0.20534
318	3	18	0.23786	0.23786	0.20534
319	3	19	0.16404	0.16404	0.20534
320	3	20	0.16461	0.16461	0.20534
321	3	21	0.16461	0.16461	0.20534
322	3	22	0.16234	0.16234	0.20534
323	3	23	0.16234	0.16234	0.20534
324	3	24	0.16461	0.16461	0.20534
325	3	25	0.19317	0.19317	0.20534
326	3	26	0.19317	0.19317	0.20534
327	3	27	0.19063	0.19063	0.20534
328	3	28	0.19063	0.19063	0.20534
329	3	29	0.19515	0.19515	0.20534

**Schedule "D"**  
**Unit Percentage Contributions**

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
330	3	30	0.15527	0.15527	0.20534
331	3	31	0.27208	0.27208	0.20534
332	3	32	0.24550	0.24550	0.20534
333	3	33	0.16348	0.16348	0.20534
334	3	34	0.16461	0.16461	0.20534
335	3	35	0.16461	0.16461	0.20534
336	3	36	0.16461	0.16461	0.20534
337	3	37	0.16461	0.16461	0.20534
338	3	38	0.16348	0.16348	0.20534
339	3	39	0.16715	0.16715	0.20534
340	3	40	0.13180	0.13180	0.20534
341	3	41	0.13180	0.13180	0.20534
342	3	42	0.13321	0.13321	0.20534
Phase II					
301	3	43	0.14170	0.14170	0.20534
302	3	44	0.16404	0.16404	0.20534
303	3	45	0.16404	0.16404	0.20534
304	3	46	0.21240	0.21240	0.20534
305	3	47	0.16234	0.16234	0.20534
306	3	48	0.21212	0.21212	0.20534
307	3	49	0.15612	0.15612	0.20534
308	3	50	0.19006	0.19006	0.20534
309	3	51	0.19034	0.19034	0.20534
310	3	52	0.17337	0.17337	0.20534
311	3	53	0.15669	0.15669	0.20534
312	3	54	0.19459	0.19459	0.20534
313	3	55	0.16998	0.16998	0.20534
314	3	56	0.19063	0.19063	0.20534
315	3	57	0.19034	0.19034	0.20534
316	3	58	0.19459	0.19459	0.20534
317	3	59	0.15612	0.15612	0.20534
318	3	60	0.21212	0.21212	0.20534
319	3	61	0.16206	0.16206	0.20534
320	3	62	0.21240	0.21240	0.20534
321	3	63	0.16404	0.16404	0.20534
322	3	64	0.16404	0.16404	0.20534
323	3	65	0.16404	0.16404	0.20534
324	3	66	0.16404	0.16404	0.20534
325	3	67	0.14085	0.14085	0.20534
326	3	68	0.16348	0.16348	0.20534
327	3	69	0.16489	0.16489	0.20534
328	3	70	0.14113	0.14113	0.20534
Phase I					
401	4	1	0.15669	0.15669	0.20534
402	4	2	0.13180	0.13180	0.20534
403	4	3	0.16461	0.16461	0.20534
404	4	4	0.16461	0.16461	0.20534
405	4	5	0.16461	0.16461	0.20534
406	4	6	0.16461	0.16461	0.20534
407	4	7	0.16348	0.16348	0.20534

**Schedule "D"**  
**Unit Percentage Contributions**

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
408	4	8	0.21240	0.21240	0.20534
409	4	9	0.19063	0.19063	0.20534
410	4	10	0.15556	0.15556	0.20534
411	4	11	0.20251	0.20251	0.20534
412	4	12	0.20251	0.20251	0.20534
413	4	13	0.19798	0.19798	0.20534
414	4	14	0.19798	0.19798	0.20534
415	4	15	0.20222	0.20222	0.20534
416	4	16	0.20053	0.20053	0.20534
417	4	17	0.20081	0.20081	0.20534
418	4	18	0.23786	0.23786	0.20534
419	4	19	0.16404	0.16404	0.20534
420	4	20	0.16461	0.16461	0.20534
421	4	21	0.16461	0.16461	0.20534
422	4	22	0.16234	0.16234	0.20534
423	4	23	0.16234	0.16234	0.20534
424	4	24	0.16461	0.16461	0.20534
425	4	25	0.19317	0.19317	0.20534
426	4	26	0.19317	0.19317	0.20534
427	4	27	0.19063	0.19063	0.20534
428	4	28	0.19063	0.19063	0.20534
429	4	29	0.19515	0.19515	0.20534
430	4	30	0.15527	0.15527	0.20534
431	4	31	0.27208	0.27208	0.20534
432	4	32	0.24550	0.24550	0.20534
433	4	33	0.16348	0.16348	0.20534
434	4	34	0.16461	0.16461	0.20534
435	4	35	0.16461	0.16461	0.20534
436	4	36	0.16461	0.16461	0.20534
437	4	37	0.16461	0.16461	0.20534
438	4	38	0.16348	0.16348	0.20534
439	4	39	0.16715	0.16715	0.20534
440	4	40	0.13180	0.13180	0.20534
441	4	41	0.13180	0.13180	0.20534
442	4	42	0.13321	0.13321	0.20534
Phase II					
401	4	43	0.14170	0.14170	0.20534
402	4	44	0.16404	0.16404	0.20534
403	4	45	0.16404	0.16404	0.20534
404	4	46	0.21240	0.21240	0.20534
405	4	47	0.16234	0.16234	0.20534
406	4	48	0.21212	0.21212	0.20534
407	4	49	0.15612	0.15612	0.20534
408	4	50	0.19006	0.19006	0.20534
409	4	51	0.19034	0.19034	0.20534
410	4	52	0.17337	0.17337	0.20534
411	4	53	0.15669	0.15669	0.20534
412	4	54	0.19459	0.19459	0.20534
413	4	55	0.16998	0.16998	0.20534
414	4	56	0.19063	0.19063	0.20534
415	4	57	0.19034	0.19034	0.20534

**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
416	4	58	0.19459	0.19459	0.20534
417	4	59	0.15612	0.15612	0.20534
418	4	60	0.21212	0.21212	0.20534
419	4	61	0.16206	0.16206	0.20534
420	4	62	0.21240	0.21240	0.20534
421	4	63	0.16404	0.16404	0.20534
422	4	64	0.16404	0.16404	0.20534
423	4	65	0.16404	0.16404	0.20534
424	4	66	0.16404	0.16404	0.20534
425	4	67	0.14085	0.14085	0.20534
426	4	68	0.16348	0.16348	0.20534
427	4	69	0.16489	0.16489	0.20534
428	4	70	0.14113	0.14113	0.20534
Phase I					
501	5	1	0.15669	0.15669	0.20534
502	5	2	0.13180	0.13180	0.20534
503	5	3	0.16461	0.16461	0.20534
504	5	4	0.16461	0.16461	0.20534
505	5	5	0.16461	0.16461	0.20534
506	5	6	0.16461	0.16461	0.20534
507	5	7	0.16348	0.16348	0.20534
508	5	8	0.21240	0.21240	0.20534
509	5	9	0.19063	0.19063	0.20534
510	5	10	0.15556	0.15556	0.20534
511	5	11	0.20251	0.20251	0.20534
512	5	12	0.20251	0.20251	0.20534
513	5	13	0.19798	0.19798	0.20534
514	5	14	0.19798	0.19798	0.20534
515	5	15	0.20222	0.20222	0.20534
516	5	16	0.20053	0.20053	0.20534
517	5	17	0.20081	0.20081	0.20534
518	5	18	0.23786	0.23786	0.20534
519	5	19	0.16404	0.16404	0.20534
520	5	20	0.16461	0.16461	0.20534
521	5	21	0.16461	0.16461	0.20534
522	5	22	0.16234	0.16234	0.20534
523	5	23	0.16234	0.16234	0.20534
524	5	24	0.16461	0.16461	0.20534
525	5	25	0.19317	0.19317	0.20534
526	5	26	0.19317	0.19317	0.20534
527	5	27	0.19063	0.19063	0.20534
528	5	28	0.19063	0.19063	0.20534
529	5	29	0.19515	0.19515	0.20534
530	5	30	0.15527	0.15527	0.20534
531	5	31	0.27208	0.27208	0.20534
532	5	32	0.24550	0.24550	0.20534
533	5	33	0.16348	0.16348	0.20534
534	5	34	0.16461	0.16461	0.20534
535	5	35	0.16461	0.16461	0.20534
536	5	36	0.16461	0.16461	0.20534
537	5	37	0.16461	0.16461	0.20534



**Schedule "D"**  
**Unit Percentage Contributions**

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
538	5	38	0.16348	0.16348	0.20534
539	5	39	0.16715	0.16715	0.20534
540	5	40	0.13180	0.13180	0.20534
541	5	41	0.13180	0.13180	0.20534
542	5	42	0.13321	0.13321	0.20534
Phase II					
501	5	43	0.14170	0.14170	0.20534
502	5	44	0.16404	0.16404	0.20534
503	5	45	0.16404	0.16404	0.20534
504	5	46	0.21212	0.21212	0.20534
505	5	47	0.16234	0.16234	0.20534
506	5	48	0.21212	0.21212	0.20534
507	5	49	0.15669	0.15669	0.20534
508	5	50	0.19006	0.19006	0.20534
509	5	51	0.19034	0.19034	0.20534
510	5	52	0.17337	0.17337	0.20534
511	5	53	0.15895	0.15895	0.20534
512	5	54	0.16715	0.16715	0.20534
513	5	55	0.14113	0.14113	0.20534
Phase I					
601	6	1	0.15669	0.15669	0.20534
602	6	2	0.13180	0.13180	0.20534
603	6	3	0.16461	0.16461	0.20534
604	6	4	0.16461	0.16461	0.20534
605	6	5	0.16461	0.16461	0.20534
606	6	6	0.16461	0.16461	0.20534
607	6	7	0.16348	0.16348	0.20534
608	6	8	0.21240	0.21240	0.20534
609	6	9	0.19063	0.19063	0.20534
610	6	10	0.15556	0.15556	0.20534
611	6	11	0.20251	0.20251	0.20534
612	6	12	0.20251	0.20251	0.20534
613	6	13	0.19798	0.19798	0.20534
614	6	14	0.19798	0.19798	0.20534
615	6	15	0.20222	0.20222	0.20534
616	6	16	0.20053	0.20053	0.20534
617	6	17	0.20081	0.20081	0.20534
618	6	18	0.23786	0.23786	0.20534
619	6	19	0.16404	0.16404	0.20534
620	6	20	0.16461	0.16461	0.20534
621	6	21	0.16461	0.16461	0.20534
622	6	22	0.16234	0.16234	0.20534
623	6	23	0.16234	0.16234	0.20534
624	6	24	0.16461	0.16461	0.20534
625	6	25	0.19317	0.19317	0.20534
626	6	26	0.19317	0.19317	0.20534
627	6	27	0.19063	0.19063	0.20534
628	6	28	0.19063	0.19063	0.20534
629	6	29	0.19515	0.19515	0.20534
630	6	30	0.15527	0.15527	0.20534

**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
631	6	31	0.27208	0.27208	0.20534
632	6	32	0.24550	0.24550	0.20534
633	6	33	0.16348	0.16348	0.20534
634	6	34	0.16461	0.16461	0.20534
635	6	35	0.16461	0.16461	0.20534
636	6	36	0.16461	0.16461	0.20534
637	6	37	0.16461	0.16461	0.20534
638	6	38	0.16348	0.16348	0.20534
639	6	39	0.16715	0.16715	0.20534
640	6	40	0.13180	0.13180	0.20534
641	6	41	0.13180	0.13180	0.20534
642	6	42	0.13321	0.13321	0.20534
Phase II					
601	6	43	0.14170	0.14170	0.20534
602	6	44	0.16404	0.16404	0.20534
603	6	45	0.16404	0.16404	0.20534
604	6	46	0.21212	0.21212	0.20534
605	6	47	0.16234	0.16234	0.20534
606	6	48	0.21212	0.21212	0.20534
607	6	49	0.15669	0.15669	0.20534
608	6	50	0.19006	0.19006	0.20534
609	6	51	0.19034	0.19034	0.20534
610	6	52	0.17337	0.17337	0.20534
611	6	53	0.15697	0.15697	0.20534
612	6	54	0.21212	0.21212	0.20534
613	6	55	0.16206	0.16206	0.20534
614	6	56	0.21212	0.21212	0.20534
615	6	57	0.16489	0.16489	0.20534
616	6	58	0.14113	0.14113	0.20534
Phase I					
701	7	1	0.15669	0.15669	0.20534
702	7	2	0.13180	0.13180	0.20534
703	7	3	0.16461	0.16461	0.20534
704	7	4	0.16461	0.16461	0.20534
705	7	5	0.16461	0.16461	0.20534
706	7	6	0.16461	0.16461	0.20534
707	7	7	0.16348	0.16348	0.20534
708	7	8	0.21240	0.21240	0.20534
709	7	9	0.19063	0.19063	0.20534
710	7	10	0.15556	0.15556	0.20534
711	7	11	0.20251	0.20251	0.20534
712	7	12	0.20251	0.20251	0.20534
713	7	13	0.19798	0.19798	0.20534
714	7	14	0.19798	0.19798	0.20534
715	7	15	0.20222	0.20222	0.20534
716	7	16	0.20053	0.20053	0.20534
717	7	17	0.20081	0.20081	0.20534
718	7	18	0.23786	0.23786	0.20534
719	7	19	0.16404	0.16404	0.20534
720	7	20	0.16461	0.16461	0.20534

**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
721	7	21	0.16461	0.16461	0.20534
722	7	22	0.16234	0.16234	0.20534
723	7	23	0.16234	0.16234	0.20534
724	7	24	0.16461	0.16461	0.20534
725	7	25	0.19317	0.19317	0.20534
726	7	26	0.19317	0.19317	0.20534
727	7	27	0.19063	0.19063	0.20534
728	7	28	0.19063	0.19063	0.20534
729	7	29	0.19515	0.19515	0.20534
730	7	30	0.15527	0.15527	0.20534
731	7	31	0.27208	0.27208	0.20534
732	7	32	0.24550	0.24550	0.20534
733	7	33	0.16348	0.16348	0.20534
734	7	34	0.16461	0.16461	0.20534
735	7	35	0.16461	0.16461	0.20534
736	7	36	0.16461	0.16461	0.20534
737	7	37	0.16461	0.16461	0.20534
738	7	38	0.16348	0.16348	0.20534
739	7	39	0.16715	0.16715	0.20534
740	7	40	0.13180	0.13180	0.20534
741	7	41	0.13180	0.13180	0.20534
742	7	42	0.13321	0.13321	0.20534
Phase II					
701	7	43	0.14170	0.14170	0.20534
702	7	44	0.16404	0.16404	0.20534
703	7	45	0.16404	0.16404	0.20534
704	7	46	0.21212	0.21212	0.20534
705	7	47	0.16234	0.16234	0.20534
706	7	48	0.21212	0.21212	0.20534
707	7	49	0.15669	0.15669	0.20534
708	7	50	0.19006	0.19006	0.20534
709	7	51	0.19034	0.19034	0.20534
710	7	52	0.17337	0.17337	0.20534
711	7	53	0.15697	0.15697	0.20534
712	7	54	0.21212	0.21212	0.20534
713	7	55	0.16206	0.16206	0.20534
714	7	56	0.21212	0.21212	0.20534
715	7	57	0.16489	0.16489	0.20534
716	7	58	0.14113	0.14113	0.20534
Phase I					
801	8	1	0.15697	0.15697	0.20534
802	8	2	0.13180	0.13180	0.20534
803	8	3	0.16461	0.16461	0.20534
804	8	4	0.16461	0.16461	0.20534
805	8	5	0.16461	0.16461	0.20534
806	8	6	0.16461	0.16461	0.20534
807	8	7	0.16348	0.16348	0.20534
808	8	8	0.18723	0.18723	0.20534
809	8	9	0.19063	0.19063	0.20534
810	8	10	0.15556	0.15556	0.20534

**Schedule "D"**  
**Unit Percentage Contributions**

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
811	8	11	0.20251	0.20251	0.20534
812	8	12	0.20251	0.20251	0.20534
813	8	13	0.19798	0.19798	0.20534
814	8	14	0.19798	0.19798	0.20534
815	8	15	0.20222	0.20222	0.20534
816	8	16	0.20053	0.20053	0.20534
817	8	17	0.20081	0.20081	0.20534
818	8	18	0.23786	0.23786	0.20534
819	8	19	0.16404	0.16404	0.20534
820	8	20	0.16461	0.16461	0.20534
821	8	21	0.16461	0.16461	0.20534
822	8	22	0.16234	0.16234	0.20534
823	8	23	0.16234	0.16234	0.20534
824	8	24	0.16461	0.16461	0.20534
825	8	25	0.19317	0.19317	0.20534
826	8	26	0.19317	0.19317	0.20534
827	8	27	0.19063	0.19063	0.20534
828	8	28	0.19063	0.19063	0.20534
829	8	29	0.19515	0.19515	0.20534
830	8	30	0.15527	0.15527	0.20534
831	8	31	0.22711	0.22711	0.20534
832	8	32	0.22824	0.22824	0.20534
833	8	33	0.16348	0.16348	0.20534
834	8	34	0.16461	0.16461	0.20534
835	8	35	0.16461	0.16461	0.20534
836	8	36	0.16461	0.16461	0.20534
837	8	37	0.16461	0.16461	0.20534
838	8	38	0.16348	0.16348	0.20534
839	8	39	0.16715	0.16715	0.20534
840	8	40	0.13180	0.13180	0.20534
841	8	41	0.13180	0.13180	0.20534
842	8	42	0.13321	0.13321	0.20534
Phase II					
801	8	43	0.12727	0.12727	0.20534
802	8	44	0.14679	0.14679	0.20534
803	8	45	0.14679	0.14679	0.20534
804	8	46	0.20109	0.20109	0.20534
805	8	47	0.15697	0.15697	0.20534
806	8	48	0.21212	0.21212	0.20534
807	8	49	0.15669	0.15669	0.20534
808	8	50	0.19006	0.19006	0.20534
809	8	51	0.19034	0.19034	0.20534
810	8	52	0.17337	0.17337	0.20534
811	8	53	0.15697	0.15697	0.20534
812	8	54	0.21212	0.21212	0.20534
813	8	55	0.15754	0.15754	0.20534
814	8	56	0.20053	0.20053	0.20534
815	8	57	0.14679	0.14679	0.20534
816	8	58	0.12699	0.12699	0.20534

**Parking and Storage Units**

**Schedule "D"**  
**Unit Percentage Contributions**

<b>Suite No.</b>	<b>Level No.</b>	<b>Unit No.</b>	<b>% Contribution to Common Expenses</b>	<b>Percentage interest in Common Elements</b>	<b>Percentage of Common Expenses for Internet</b>
455 Regular Parking Units @		0.02491	11.33178	11.33178	
487 Storage Units @		0.00601	2.92687	2.92687	
<b>Residential Total</b>			<b>100.00000</b>	<b>100.00000</b>	<b>100.00000</b>

*Condominium Act, 1998*

**CERTIFICATE IN RESPECT OF A BY-LAW**  
(under Subsection 56(9) of the *Condominium Act, 1998*)

Halton Standard Condominium Corporation No. \_\_\_\_\_ (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 1 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**HALTON STANDARD  
CONDOMINIUM CORPORATION NO.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have the authority to bind the Corporation.

## SCHEDULE "A"

HALTON STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_

### BY-LAW NO. ONE

**BE IT ENACTED** as a by-law of Halton Standard Condominium Corporation No. \_\_\_\_\_ (hereinafter referred to as the "**Corporation**") as follows:

#### ARTICLE I - DEFINITIONS

- 1.1 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the *Condominium Act, 1998, S.O. 1998, C.19* as amended and the regulations made thereunder (hereinafter referred to as the "**Act**") and in the declaration of the Corporation (hereinafter referred to as the "**Declaration**") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise. Any reference to "unit" herein shall mean a unit in the Corporation.

#### ARTICLE II - SEAL

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal.

#### ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "**Records**"):
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
  - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
  - (c) a copy of the registered Declaration, registered by-laws and current rules;
  - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
  - (e) the seal of the Corporation;
  - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
  - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
  - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
  - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;

- (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
- (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written technical audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;



- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

#### **ARTICLE IV - THE CORPORATION**

##### 4.1. Duties of the Corporation:

The duties of the Corporation shall include, but shall not be limited to the following:

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) the obtaining and maintaining of insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of payment of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;

- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of any of such directors or officers incurred as a result of a contravention of any of the duties imposed upon him or her pursuant to the Act;
- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) the establishing and maintaining of adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

#### 4.2 Powers of the Corporation:

The powers of the Corporation shall include, but shall not be limited to the following:

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
  - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the board may determine in its sole discretion;
  - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board may determine in its sole discretion;
  - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion; and
  - (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft

protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;

- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto.

## **ARTICLE V - MEETINGS OF OWNERS**

### 5.1 Annual Meeting:

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, electing directors, appointing the auditor and fixing or authorizing the board to fix the auditor's remuneration, and for the transaction of such other business as may be set out in the notice of meeting.

### 5.2 The First Annual General Meeting:

Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

### 5.3 Special Meetings:

The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 Notices:

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.5 Reports:

A copy of the financial statement and a copy of the auditor's report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

5.6 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.11 and 5.13 of this Article V, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is

required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by a poll only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken by: 1) marked on a ballot cast personally by an owner or by a proxy; 2) marked on an instrument appointing a proxy; 3) marked by telephonic or electronic means if the Corporation makes available to owners a medium by which owners are able to cast a recorded vote by telephonic or electronic means (the “**E-Voting System**”); or 4) in such other manner as the chairperson shall direct. The E-Voting System shall be subject to the following terms and conditions:

- (a) Votes cast through the E-Voting System shall be deemed a ballot (an “**E-Ballot**”) for the purpose of any vote conducted at the meeting at which the E-Ballot was cast;
- (b) The E-Voting System shall set forth each question proposed for consideration that will be the subject of a vote at a meeting of owners, including the opportunity to vote in favour or against each question and/or in favour of each candidate for election to the board of directors;
- (c) An E-Ballot is valid only for one meeting of the owners and expires automatically after the completion of the meeting of owners;
- (d) Only an owner may cast an E-Ballot and the E-Voting System shall not authorize another person to cast a vote on behalf of an owner;
- (e) In advance of an E-Ballot being cast, the E-Voting System shall authenticate an owner’s identity;
- (f) The E-Voting System shall authenticate the validity of each E-Ballot to ensure that the E-Ballot is not altered or otherwise compromised in transit;
- (g) The E-Voting System shall separate any authentication or identifying information of an owner from the E-Ballot, rendering it impossible to trace an E-Ballot to a specific owner;
- (h) The E-Voting System shall produce an electronic receipt for each owner who casts an E-Ballot, which shall include the specific vote cast and the date and time of submission (the “**Receipt**”). The E-Voting System shall retain an electronic record of the time and date an owner casts the E-Ballot;
- (i) An electronic report automatically generated by the E-Voting System which tabulates votes may be relied upon and counted by the scrutineers and/or chairperson at a meeting of owners for the purpose of tabulating votes for all questions proposed for consideration of the owners at the meeting of owners (the “**Electronic Voting Record**”);
- (j) The Receipt and Electronic Voting Record shall be deemed to be a ballot for the purpose of the Corporation’s obligation to maintain records in accordance with the Act; and
- (k) An E-Ballot shall be counted towards quorum as if an owner were present at the meeting.

#### 5.10 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of

his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article V shall apply.

5.11 Co-Owners:

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised.

5.12 Votes to Govern:

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.13 Entitlement to Vote:

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

5.14 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

5.15 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Owners, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;

- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

#### 5.16 Teleconference

A meeting of owners may be held or convened by way of teleconference, or any other form of communication system that allows owners to participate concurrently, and an owner so participating in any such meeting held or convened by such means shall be deemed [for the purposes of subsection 50(2) of the Act and this by-law] to be present at such meeting.

### **ARTICLE VI - BOARD OF DIRECTORS**

#### 6.1 The Corporation:

The affairs of the Corporation shall be managed by a board of directors.

#### 6.2 Number of Directors and Quorum:

The number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

#### 6.3 Qualifications:

No person shall be nominated, elected or appointed to the Board unless he/she meets the following criteria:

- (a) the person must be eighteen (18) years of age or older;
- (b) the person shall be an owner of a Residential Unit, or shall permanently reside with an owner of a Residential Unit, or, in the event a Residential Unit is owned by a corporation, shall be an authorized director or officer or agent thereof with the power to bind said corporation;
- (c) the person shall be capable of managing property within the meaning of *Substitute Decisions Act, 1982*, S.O. 1992, c. 30, as amended (the “*Substitute Decisions Act, 1992*”);
- (d) the person shall not have a lien for common expenses registered against his/her Residential Unit;
- (e) only one (1) person per Residential Unit can be a member of the Board at any given time;
- (f) the person shall not be an employee of the Corporation;
- (g) a person who is nominated, elected or appointed a director is not a director unless:
  - (i) he/she was present at the meeting when he/she was elected or appointed and did not refuse at the meeting to act as a director; or
  - (ii) when he/she was not present at the meeting when he/she was elected or appointed, he/she consented in writing to act as a director before his/her election or appointment or within ten (10) days thereafter.

#### 6.4 Disqualification:

A person immediately ceases to be a director if:

- (a) the person is incapable of managing property within the meaning of the *Substitute Decisions Act, 1992*;
- (b) a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien;
- (c) the director misses three (3) consecutive Board meetings or a total of five (5) meetings in any year commencing at the date of the annual general meeting and is unable to provide an explanation for his or her absence that is satisfactory to the Board, acting reasonably; or
- (d) the director no longer meets the qualifications in Article 6.3.

#### 6.5 Consent:

No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

#### 6.6 Election and Term:

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant ( either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.



#### 6.7 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

#### 6.8 Calling of Meetings:

Meetings of the board shall be held from time to time at such place and at such time and on such day as the President or any two directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him at his latest address, entered on the Record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

#### 6.9 Regular Meetings:

The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

#### 6.10 Teleconference:

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed [for the purposes of subsection 35(5) of the Act and this by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.

6.11 First Meeting of New Board:

The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the appointment of the directors of the first board provided a quorum of directors be present.

6.12 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.13 Protection of Directors and Officers:

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.14 Indemnity of Directors and Officers:

Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and
- (b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "**Liabilities**"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- (i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from any action, suit or other proceeding in which such director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;
- (ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith) forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and

- (iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

6.15 Insurance:

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the board may from time to time determine.

6.16 Standard of Care:

Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

6.17 Consent of Director at Meeting:

A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:

- (a) requests that his or her dissent is entered in the minutes of the meeting; or
- (b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

6.18 Deemed Consent of a Director:

A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- (a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
- (b) delivers a written dissent to the Corporation, personally or by registered mail.

6.19 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;

- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

## ARTICLE VII - OFFICERS

### 7.1 Elected President:

At the first meeting of the board, after each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.

### 7.2 Other Elections and Appointments:

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

### 7.3 Term of Office:

The board may by resolution remove at its pleasure any officer of the Corporation.

### 7.4 President:

The President, shall, when present unless he/she has delegated the responsibility, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

### 7.5 Vice-President:

During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the board. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

### 7.6 General Manager:

The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the Corporation's business and affairs, and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the General Manager appointed by the board shall be settled from time to time by the board.

### 7.7 Secretary:

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, paper, records, documents and other instruments belonging to the Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the board.

7.8 Treasurer:

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the board shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the board whenever required of him/her an account of all his/her transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

7.9 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

7.10 Agents and Attorneys:

The board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

7.11 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

## **ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS**

8.1 Arrangements:

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate or appoint from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The manager of the Corporation, any two members of the board, or the Corporation's

solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

### 8.3 No Seal

Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

### 8.4 Execution of Status Certificates:

Status certificates may be signed by any officer or any director of the Corporation provided that the board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed from time to time.

## **ARTICLE IX - FINANCIAL YEAR END**

### 9.1 Financial Year End:

The financial year end of the Corporation shall end on the last day of the month preceding the month in which the declaration and description creating the Corporation were registered, in each year, or on such other day as the board by resolution may determine.

## **ARTICLE X - NOTICE**

### 10.1 Method of Giving Notices

Except as otherwise specifically provided in the Act, the Declaration, this by-law, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

- (a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
  - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or

- (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:
  - (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
  - (B) the address for service that appears in the Records is not the address of the unit of the owner.
- (b) to a mortgagee [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
  - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- (c) to the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;

## 10.2 Receipt of Notice

If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.

## 10.3 Omissions and Errors

Except as may otherwise be provided in accordance with the Act, the accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

# **ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

## 11.1 Duties of the Board:

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate, the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

### 11.2 Owner's Obligations:

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner.

### 11.3 Extraordinary Expenditures:

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds, may be assessed at any time during the year by the board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the delivery thereof to him, or within such further period of time or in such instalments as the board may determine.

### 11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) The board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him/her.

## **ARTICLE XII - LIABILITY FOR COSTS**

### 12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs:

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

### 12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:



- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

### 12.3 Insurance Deductible:

Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

## **ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES**

### 13.1 Mediation Procedures

For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

## **ARTICLE XIV - MISCELLANEOUS**

### 14.1 Invalidity:

The invalidity of any part of this by-law shall not impair or affect in any manner the validity, enforceability or effect of the balance thereof.

### 14.2 Gender:

The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

### 14.3 Waiver:

No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

14.4 Headings:

The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.

14.5 Alterations:

This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

14.6 Conflicts:

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**HALTON STANDARD CONDOMINIUM CORPORATION NO.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

**APPENDIX "A" TO BY-LAW #1**

**ARTICLE 1 - PRE-MEDIATION PROCEEDINGS**

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within 5 business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

**ARTICLE 2 - MEDIATION**

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

**Selection and Role of the Mediator:**

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the appointment of a mediator shall be conducted by any one of the founding members or by the executive director of the Condominium Authority Tribunal (the "**Condominium Authority**") whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

The mediator selected by the parties or, failing their agreement, appointed by the Condominium Authority, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

**Party Confidentiality:**

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

**Pre-mediation information:**

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

**Authority to Settle:**

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.

**Mediator Confidentiality:**

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.

**Legal Representation:**

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

**Right to Withdraw:**

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

**Costs of the Mediation:**

In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

**Notice and Report:**

In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991* and in the manner set forth below.

**Settlement:**

In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

*Condominium Act, 1998*

**CERTIFICATE IN RESPECT OF A BY-LAW**  
(under Subsection 56(9) of the *Condominium Act, 1998*)

Halton Standard Condominium Corporation No. \_\_\_\_\_ (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 2 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALTON STANDARD CONDOMINIUM  
CORPORATION NO.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have the authority to bind the Corporation.

**SCHEDULE "A"**

**HALTON STANDARD CONDOMINIUM CORPORATION NO.**

**BY-LAW NO. TWO**

A By-law respecting the borrowing of money

BE IT ENACTED as a By-law of HALTON STANDARD CONDOMINIUM CORPORATION NO. (hereinafter referred to as the "Corporation") as follows:

The Directors of the Corporation may from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid accounts receivable, rights, powers, franchises and undertakings to secure any such securities or any money borrowed or other debts or any obligation or liability of the Corporation;
- (c) delegate to such one or more of the officers and directors of the Corporation, as may be designated by the directors, all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any corporation controlled by it and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;
- (e) that any borrowing which would result in total borrowing aggregating more than TWENTY THOUSAND DOLLARS (\$20,000.00) shall require the approval of the owners owning a majority of the units at a duly called meeting of the members of the Corporation.

HALTON STANDARD CONDOMINIUM CORPORATION NO. hereby enacts the foregoing by-law, having been duly approved by the directors of the Corporation and confirmed without variation by owners of a majority of the units of the Corporation who have voted in favour of confirming the foregoing by-law without amendment, pursuant to the provisions of the Condominium Act, 1998.

DATED as of this                      day of    , 20                      .

**HALTON STANDARD CONDOMINIUM CORPORATION NO.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have the authority to bind the Corporation.

**CERTIFICATE IN RESPECT OF A BY-LAW**  
(under Subsection 56(9) of the *Condominium Act, 1998*)

Halton Standard Condominium Corporation No. \_\_\_\_\_ (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 3 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**HALTON STANDARD  
CONDOMINIUM CORPORATION NO.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have the authority to bind the Corporation

**SCHEDULE "A"**

**HALTON STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_**

**BY-LAW NO. 3**

**BE IT ENACTED** as a By-law of Halton Standard Condominium Corporation No. \_\_\_\_\_ (the "**Corporation**") as follows:

The Directors of the Corporation shall cause the Corporation to enter into an agreement (the "**Agreement**") with **Fernbrook Crystal (UGAW) Inc.** (the "**Declarant**") that shall provide that:

- (a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, the Ontario New Home Warranties Plan Act and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program;
- (b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to the Property, the Condominium and the Building shall be through the process established for and administered by Tarion Warranty Corporation;
- (c) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
- (d) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the said Agreement;
- (e) the Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any matter or thing relating to the Property, the Condominium or the Building against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity, Such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes or action against any person or legal entity other than the entity named as the Declarant; and
- (f) the Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting.
- (g) the Agreement shall be substantially in the form annexed hereto, or as may be amended by the Declarant and the Corporation my mutual agreement.

HALTON STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_ hereby enacts the foregoing by-law, having been duly approved by the directors of the Corporation and confirmed without variation by owners of a majority of the units of the Corporation who have voted in favour of confirming the foregoing by-law without amendment, pursuant to the provisions of the Condominium Act, 1998.

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 201 .

**HALTON STANDARD CONDOMINIUM CORPORATION NO.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have the authority to bind the Corporation



**THIS AGREEMENT MADE on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**BETWEEN:**

**HALTON STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_**

(the "Corporation")

OF THE FIRST PART

- and -

**FERNBROOK CRYSTAL (UGAW) INC.**

(collectively, the "Declarant")

OF THE SECOND PART

**WHEREAS** the Declarant has created a Corporation pursuant to the Condominium Act, R.S.O. 1990 (the "Condominium Act") by the registration of a Declaration and a Description in the Land Registry Office for the Land Titles Division of Halton, relating to the land and any interest appurtenant to the land described in the Description located at \_\_\_\_\_, Town of Oakville (the "Property");

**AND WHEREAS** the Corporation has agreed to enter into an Agreement with the Declarant with respect to any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium or the Building, in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation and the Declarant hereby agree as follows:

1. The Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act or the Tarion Warranty Program (the "TWP").
2. The Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium and the Building shall be through the process established and administered under the TWP.
3. The Corporation and the Declarant, hereby appoint and constitute TWP as the sole and final arbiter of the matters set out in Section 2 above.
4. The Corporation agrees to indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of this Agreement.
5. The Corporation acknowledges and agrees that it shall have no claim or cause of action as a result of any matter or thing relating to the Property, the Condominium or the Building against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited in Sections 1 to 4 of this Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity. This acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes or action against any person or legal entity other than the entity named as the Declarant.
6. This Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting.

- 7. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
- 8. Each of the provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of anyone or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all of the other provisions of this Agreement shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**HALTON STANDARD  
CONDOMINIUM CORPORATION NO. \_\_\_\_\_**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

We have authority to bind the corporation

**FERNBROOK CRYSTAL (UGAW) INC.**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the corporation

## **RULES**

### **NUVO**

1. GENERAL
2. QUIET ENJOYMENT
3. SECURITY
4. SAFETY
5. COMMON ELEMENTS
6. RESIDENTIAL UNITS
7. GARBAGE DISPOSAL
8. TENANCY OCCUPATION
9. ELEVATORS AND MOVING
10. PARKING
11. LOCKER UNITS
12. BALCONY/TERRACE/PATIO AND EXCLUSIVE USE AREAS
13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL
14. GYM
15. PARTY ROOM/CATERING KITCHEN/ROOFTOP TERRACE/INDOOR  
KITCHEN AND LOUNGE
16. SWIMMING POOL
17. PET WASH STATION
18. CAR WASH STATION
19. RAZUL SPAS
20. ROOFTOP COURTYARD WITH BARBEQUE, DINING AND SITTING AREAS
21. MEDIA LOUNGE
22. SHARED WORK SPACE/BOARDROOM/LOUNGE
23. SMOKING
24. PUTTING GREEN AND OUTDOOR BASKETBALL COURT
25. OUTDOOR COMMUNITY GARDEN

## **RULES**

The following Rules made pursuant to the *Condominium Act*, 1998, S.O. 1998, C.19 (the "Act") shall be observed by all owners (collectively, the "**Owners**") and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests, invitees, servants, agents and contractors.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "**Corporation**") against such Owner in the same manner as Common Expenses.

### **1. GENERAL**

- (a) Use of the common elements (including exclusive use common elements) and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements (including exclusive use common elements) and of other units;
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents;

### **2. QUIET ENJOYMENT**

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise or odours shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise or odours is being transmitted to another Unit and that such noise or odours is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise or odours to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise or odours, the Board shall take such steps as it deems necessary to abate the noise or odours and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odours (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in the any unit or the common elements;
- (d) Firecrackers or other fireworks are not permitted in any unit or on the common elements;
- (e) Any repairs to the units or common elements shall be made only during reasonable hours.

### **3. SECURITY**

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff;
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times;
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an owner or occupant;

- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant;
- (e) Building access doors shall not be left unlocked or wedged open for any reason;
- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager;
- (g) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager;

#### **4. SAFETY**

- (a) No storage of any hazardous or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements;
- (b) No propane or natural gas tank shall be kept in the units or exclusive use common elements.
- (c) Owners and occupants shall not overload existing electrical circuits.
- (d) Water shall not be left running unless in actual use.
- (e) Nothing shall be thrown out of the windows or the doors of the units.
- (f) No Owner or occupant shall do, or permit anything to be done in his unit or on that portion of the Common Elements for which he has exclusive use of, or bring or keep anything therein or thereon which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law, except as may be permitted or approved by the Declarant.
- (g) No rollerblades, rollerskates, or skateboards shall be permitted to be used in the Common Elements;

#### **5. COMMON ELEMENTS**

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, if any;
- (b) No sign, advertisement, notice, door knocker, wreath, religious ornament, poster, flag or other object shall be inscribed, painted, affixed, hung or placed on any part of the inside or outside of any Unit (visible to the exterior of the Unit), or any part of the common elements without the prior written consent of the Board or the Declarant. In addition, no holiday lights shall be affixed or placed on any part of the outside of the Residential Units or any part of the common elements, for which the Owner has exclusive use;
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows, balconies, patios or terraces without the prior written consent of the Board.
- (d) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit;
- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements;

- (f) The passageways and walkways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a unit or some other part of the common elements;
- (g) Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants, agents or contractors shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant;
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use;
- (i) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements;
- (j) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.

**6. RESIDENTIAL UNITS**

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant, agent or contractor shall cause it;
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his unit without the prior consent of the Board;
- (c) No garborators shall be installed in any Residential Unit without the prior written consent of the Board, which consent may be arbitrarily withheld;
- (d) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit;
- (e) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed;
- (f) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.
- (g) All shades or other window coverings shall be white or off white on the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building.

**7. GARBAGE DISPOSAL**

- (a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the appropriate garbage chute or in the disposal rooms;
- (b) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements;
- (c) No garbage other than those items listed in paragraph (b) above is to be left on the floor of the disposal rooms;
- (d) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute;
- (e) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.

**8. TENANCY OCCUPATION**

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself;
- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in the owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer rented;
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- (e) No owner shall allow his tenant to sublet his unit to another tenant;
- (f) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor;
- (g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements;
- (h) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

**9. ELEVATORS AND MOVING**

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding six (6) hours. An elevator

reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.

- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.
- (c) A refundable security/damage deposit in such amounts as determined by the Board from time to time in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) It shall be the responsibility of the owner through the person reserving the service elevator to notify the manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the owner of the unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (e) The owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings or equipment into or out of the suite. The Corporation through its manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and still be collected as such.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from suite, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.
- (j) Bicycles and carts shall not be taken on any elevator. Bicycles shall also not be taken in the corridors or the stairwells.
- (k) Smoking is prohibited in all elevators.
- (l) Rules 9 (a) to (e) inclusive relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period prior to registration. Owners



who have purchased their unit from the declarant shall not be required to provide a security deposit pursuant to Rule 9 (c) for their initial move-in only.

**10. PARKING**

For the purpose of these Rules, "**motor vehicle**" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.85 meters.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
  - (i) fire routes and/or fire zones;
  - (ii) traffic lanes (both above and below ground);
  - (iii) entrance ways;
  - (iv) traffic circles;
  - (v) access ramps to and from the underground garage;
  - (vi) delivery and garbage areas; and
  - (vii) roadways.
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) A parking permit is required with respect to any motor vehicle parked on any area of the Common Elements designated as a "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board of Directors, the Manager and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board of Directors, the Manager and or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of three (3) days. The permit must be visibly displayed on the left front dashboard.
- (f) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit.
- (g) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.
- (h) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle

as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the owner and at the Owner's expense.

- (i) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (j) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (k) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.
- (l) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (m) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements.
- (n) No parking units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motor cycle.
- (o) Only persons authorized pursuant to the Declaration, shall park in the Visitor Parking Spaces. Owners and occupants of Residential Units are not authorized to park in the Visitor Parking Spaces.

#### **11. LOCKER UNITS**

- (a) All stored articles must be placed within individual Locker Unit and no storage is permitted on top of a Locker Unit so as to conflict with fire regulations.
- (b) No stores of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs shall be stored in any Locker Unit.
- (c) Locker Units shall not be used as workshop areas or for any purpose other than for storage.

#### **12. BALCONY/TERRACE/PATIO AND EXCLUSIVE USE AREAS**

- (a) No hanging or drying of clothes is allowed on any balcony, terrace, patio or exclusive use area.
- (b) Balconies, terraces, patios and exclusive use areas shall not be used for the storage of any goods or materials, except as may have been installed, placed or otherwise approved by the Declarant.
- (c) Only seasonal furniture is allowed on balconies, terraces, patios and exclusive use areas, in addition to any other item that may have been installed, placed or otherwise approved by the Declarant. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terrace, patio or exclusive use areas by high winds.
- (d) No owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace, patio or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common

elements by other owners, occupants or tenants, except as permitted by the Declarant.

- (e) No awnings, shades or flags shall be erected over or outside of balconies, terraces, patios and exclusive use areas without the prior consent of the Board or the Declarant. The Declarant or Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

**13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL**

No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an "exclusive use" common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) employed directly by the Condominium Corporation; or
- (b) employed by a unit owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the owners of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.

**14. GYM**

- (a) The use of this room is at the user's risk.
- (b) No equipment is to be taken out of this room for any reason.
- (c) Proper advice must be sought by the user of the equipment before using the various exercise components in this room.
- (d) No food, beverages (except water) or smoking allowed in this room.
- (e) Proper dress shall be worn. Tops must be worn at all times.
- (f) Sports shoes only must be worn; sandals, slippers, thongs, etc. are not acceptable. Bare feet or stockings or socks are not permitted.
- (g) No person under the age of 16 may use or is allowed in this room.
- (h) Since perspiration will soil and damage the furniture in the lounge area, proper post exercise attire must be worn.

**PLEASE NOTE:**

**PORTABLE STEREOS (UNLESS USED WITH A PRIVATE HEADSET, WHICH IS NOT AUDIBLE TO OTHERS), SHALL NOT BE PERMITTED IN THIS ROOM.**

**FOR SANITARY REASONS, PLEASE USE A TOWEL TO WIPE THE PERSPIRATION OFF THE SURFACE OF THE EQUIPMENT USED.**

**15. PARTY ROOM/CATERING KITCHEN/ROOFTOP TERRACE/INDOOR KITCHEN AND LOUNGE**

- (a) Any Unit Owner wishing to use any one or more of the party room/catering kitchen/rooftop terrace/indoor kitchen and lounge (any such area being an “Amenity Area”) shall complete in triplicate an application for rental of these areas and leave same with the Management Office together with a non-refundable fee, plus a security deposit, plus a cheque to cover security by the hour, or an amount to be determined by the board of Directors or their Agent at the time of application. The deposit shall be returned if the area is left in the same condition as it is found.
- (b) No resident shall permit more persons to be present in an Amenity Area than is allowed by the fire marshall's office, as indicated in the rental application.
- (c) No resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to an Amenity Area nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.
- (d) No resident shall permit any illegal act in or adjacent to an Amenity Area or upon the property of the condominium corporation.
- (e) Any resident using an Amenity Area shall comply with all provisions of the application form filed with the Management Office and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation.
- (f) Advance reservations for the use of an Amenity Area may be made by telephone or through the use of the appropriate “app”. Reservations must be cancelled no later than 7 days prior to the date reserved. If cheque, deposit, and signed forms have not been received by the Management Office 7 days before the reservation date, the reservation will be automatically cancelled.
- (g) An Amenity Area may not be used for any purpose between the hours of 2:00 a.m. and 8:00 a.m.

**16. SWIMMING POOL**

- (a) Hours: The swimming pool is open from 6:00 a.m. to 10:00 p.m. daily, weather conditions permitting, as determined by the Board, except when closed for routine cleaning and maintenance.
- (b) Children under sixteen (16) years of age must be accompanied by an adult at all times.
- (c) No food or drink is permitted in the swimming pool.
- (d) Smoking is not permitted in or around the swimming pool.
- (e) Where applicable, the emergency call buttons located near the entrance of the swimming pool shall be used only in the case of an emergency.
- (f) The swimming pool shall be used at the user's risk.
- (g) Glass items are not permitted in or around the swimming pool and the surrounding deck.

**17. PET WASH STATION**

- (a) Hours: The pet wash station is open from 8:00 a.m. to 9:00 p.m. daily.
- (b) Use of this station is at the user's risk.
- (c) No equipment is to be taken out of this station for any reason.

- (d) Bike washing is permitted in this area.

**18. CAR WASH STATION**

- (a) Hours: The car wash station is open from 8:00 a.m. to 9:00 p.m. daily.
- (b) Use of this area is at the users risk.
- (c) No equipment is to be taken out of this area for any reason.
- (d) Bike washing is permitted in this area.

**19. RAZUL SPAS**

- (a) Hours: The Razul Spas are open from 6:00 a.m. to 10:00 p.m. daily except when closed for routine cleaning and maintenance.
- (b) For safety purposes children under twelve (12) years of age are not permitted to use the Razul Spas. For safety purposes children under sixteen (16) years of age must be accompanied by an adult at all times.
- (c) No food or drink is permitted in the Razul Spas.
- (d) Smoking is not permitted in the Razul Spas.
- (e) Where applicable, the emergency call button located near the entrance of the Razul Spas shall be used only in the case of an emergency.
- (f) Use of these rooms is at the user's risk.

**20. ROOFTOP COURTYARD WITH BARBEQUE, DINING AND SITTING AREAS**

- (a) Hours: These areas may be used between 10:00 a.m. to 10:00 p.m. daily.
- (b) For safety purposes children under sixteen (16) years of age must be accompanied by an adult at all times. Children under sixteen (16) years of age may not operate the barbeque at any time.
- (c) The barbeques shall be used at the user's risk.
- (d) Persons using the barbeques shall ensure that they are kept clean and tidy at all times and wipe down all surfaces, leaving the area in a clean condition free of debris, after use.
- (e) Persons using the barbeques shall ensure that all refuse and recyclables are deposited in the proper areas, in accordance with the Rules of the Condominium.

**21. MEDIA LOUNGE**

- (a) Hours: The media lounge is open from 8:00 a.m. to 12:00 a.m. daily.
- (b) For safety purposes children under sixteen (16) years of age must be accompanied by an adult at all times.
- (c) This room must be reserved and a key obtained from the recreation staff or concierge. This room may be reserved for five (5) hours only.

**22. SHARED WORK SPACE/BOARDROOM/LOUNGE**

- (a) Any Unit Owner or resident wishing to use the shared work space/boardroom/lounge shall complete an application for use of any of these areas and leave same with the Management Office together with a non-refundable fee, plus a security deposit in an amount to be determined by the Board or their Agent at the time of application. The

deposit shall be returned if the shared work space/boardroom/lounge is left in the same condition as it is found. Residents using an area of the shared work space/boardroom/lounge will be charged a service fee to be paid, in advance, for each hour of use thereof, or portion thereof, as determined by the Board.

- (b) Use of the shared work space/boardroom/lounge shall be restricted to one individual for each reservation, except for the use of a closed off office space/boardroom/lounge where more individuals shall be permitted as determined by the Board and subject to sub-paragraph (c) below.
- (c) No resident shall permit noisy, rowdy, or raucous behaviour in the shared work space/boardroom/lounge nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents using the shared work space/boardroom/lounge.
- (d) Any resident using the shared work space/boardroom/lounge shall comply with all provisions of the application form filed with the Management Office and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation.
- (e) Advance reservations for the use of the shared work space/boardroom/lounge may be made by telephone. Reservations must be cancelled no later than two (2) business days prior to the date reserved. If the cheque, deposit and signed forms have not been received by the Management Office two (2) business days before the reservation date, the reservation will be automatically cancelled.
- (f) The shared work space/boardroom/lounge may not be used for any purpose between the hours of 2:00 a.m. and 6:00 a.m.

## 23. **SMOKING**

- (a) In this section:
  - (i) “**Medically Exempt Unit**” shall have the meaning in subsection 23(f) of these Rules;
  - (ii) “**Owner**” shall mean the registered owner of a Unit in the Corporation;
  - (iii) “**Resident**” shall mean any individual(s) occupying a Unit with the Owner’s consent, permission or approval, whether or not pursuant to a lease arrangement;
  - (iv) “**Rules**” means the Smoking Rules set out in section 23 herein;
  - (v) “**Productions of Cannabis**” is defined as obtaining cannabis by any method or process, including the manufacturing, synthesis, altering its chemical or physical properties by any means, or cultivating, propagating, processing or harvesting cannabis or any living thing from which cannabis may be extracted or otherwise obtained, and shall specifically include the cultivation or growing of cannabis plants;
  - (vi) “**Smoking**” shall include the inhaling, breathing, vaping, carrying, or possession of any ignited cannabis, cigarette, cigar, pipe, electronic cigarette, e-cigarette or other product containing any amount of tobacco or other smoke-producing substance, any other similarly heated or lit product, and any illegal substance;
  - (vii) “**Unit**” shall mean any unit in the Corporation;
  - (viii) “**Parking Unit**” shall mean the parking unit of the Owner/Resident; and
  - (ix) “**Locker Unit**” shall mean the locker unit of the Owner/Resident.
- (b) Smoking is prohibited:

- (i) on or in any exclusive-use Common Elements appurtenant to any Unit;
  - (ii) in any interior Common Elements; and
  - (iii) within nine (9) metres of any door or window of any building or structure on the property.
- (c) Smoking is permitted within a Residential Unit. However, if the Smoking is deemed to be a nuisance by the Board, acting in its sole and absolute discretion, then, notwithstanding the foregoing, the Owner shall be obliged to take all steps that the Board deems necessary to eliminate said nuisance within a period of time to be established by the Board. Such steps may include, but are not limited to, the installation of additional exhaust fans or any other reasonable equipment, with smoke sensitive automatic controls, and, if alterations to the common elements are required for the said equipment or fans, entering into an agreement with the Corporation in accordance with Section 98 of the Act. Any associated costs shall be the sole responsibility of the Owner. Further, if, in the opinion of the Board, acting in its sole and absolute discretion, a nuisance continues after the period of time set out by the Board to correct the nuisance, and notwithstanding any steps taken by the Owner to eliminate such nuisance, the Board may require the Owner to cease Smoking in the Residential Unit.
- (d) Owners, Residents, and their guests are prohibited to smoke tobacco or cannabis products in the Parking Unit and/or Locker Unit associated with the Unit they own or reside in.
- (e) Except as provided for in these Rules, the Production of Cannabis plants is prohibited in all Units. Owners are required to ensure compliance with the foregoing prohibition at all times by such Owners, Residents, tenants and guests.
- (f) (i) The Board may, in its discretion, grant a medical exemption in order to accommodate the Production of Cannabis on medical grounds (a “**Medically Exempt Unit**”). The allowances afforded with a Medically Exempt Unit, if applied, is available only to an Owner or Resident that requires the exemption, and not to any visitors, guests, or invitees of the Unit.
- (ii) In order to be considered for a Medically Exempt Unit exemption, the Owner or Resident of the subject Unit must notify the Corporation of the medical requirement for an exemption in writing, and shall provide the Board with written evidence from a licenced physician in the Province of Ontario treating the Owner or Resident seeking the exemption. Such written evidence shall clearly state, in writing, whether the Production of Cannabis is necessary to satisfy the medical requirement and that there is no other method by which to satisfy the supply for the medical requirement. The Board, acting reasonably, may at any time require that the written evidence be provided to establish and/or re-establish the medial requirement for the substance.
- (iii) In order to be effective, a Medically Exempt Unit must be confirmed in writing by the Board and such Medically Exempt Unit may be subject to any conditions that the Board deems reasonably necessary from time to time.
- (iv) If, in the opinion of the Board, and in its sole discretion, the Production of Cannabis is a nuisance, then, notwithstanding the foregoing, the Owner shall take all steps that the Board deems necessary to eliminate said nuisance within a period of time to be established by the Board. Such steps may include, but are not limited to, the installation of additional exhaust fans or any other reasonable equipment and, if alterations to the common elements are required for the said equipment or fans, entering into an agreement with the Corporation in accordance with Section 98 of the Act. Any associated costs shall be the sole responsibility of the Owner. Further, if, in the opinion of the Board, acting in its sole and absolute discretion, a nuisance continues after the period of time set out by the Board to correct the nuisance, and notwithstanding any steps taken by the Owner to eliminate such nuisance, the Board may revoke the Medically Exempt Unit exemption, at any time, upon

written notice.

- (v) The Medically Exempt Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:
  - (1) the medical requirements for the exemption ceases to exist;
  - (2) the individual that requires the medical exemption ceases to reside in the Medically Exempt Unit;
  - (3) the termination of a lease of a Medically Exempt Unit, if the exemption was granted to a tenant of such Unit; or
  - (4) the sale or transfer of the Medically Exempt Unit.
- (g) The Board may, in its sole discretion, grant an exemption to the rules set out in this section 23 on such terms and conditions the Board deems required from time to time. Any related or associated costs shall also be the subject Owner's sole responsibility. The subject Owner shall indemnify the Corporation for any and all costs the Corporation may incur as a result of addressing this request, failing which, the exemption may not be granted. Once granted, this exemption may be revoked at any time as determined by the Board in its sole discretion upon written notice to the Owner.
- (h) All costs, charges and/or expenses, including professional costs and expenses on a full indemnity basis, incurred by the Corporation in connection with the rules set out in this section 23, including, but not limited to, the enforcement of any provisions in these rules, shall be the sole responsibility of the Owner of the Unit that was the cause of incurring the cost, charge or expense. All such costs, charges and/or expenses shall be deemed to be an additional common expense attributable to the Owner's Unit and are recoverable as such.

**24. PUTTING GREEN AND OUTDOOR BASKETBALL COURT**

- (a) The use of these areas are at the user's risk.
- (b) No equipment is to be taken out of these areas for any reason.
- (c) Proper advice must be sought by the user of the area.
- (d) No food, beverages (except water) or smoking allowed in these areas.
- (e) Proper dress shall be worn. Tops must be worn at all times.
- (f) Sports shoes only must be worn; sandals, slippers, thongs, etc. are not acceptable. Bare feet or stockings or socks are not permitted.
- (g) Children under sixteen (16) years of age must be accompanied by an adult at all times.

**25. OUTDOOR COMMUNITY GARDEN**

- (a) Plots of land for gardening purposes (the "Garden Plots") within the outdoor community garden will be allocated on an annual basis to Unit Owners or Residents through a lottery system..
- (b) Any Unit Owner or Resident wishing to use a Garden Plot shall complete an application for use of this area by a date and time each year, as determined by the Board or their Agent at the time of application. The Board may also require a non-refundable fee, plus a security deposit at the time of application. The security deposit shall be returned if the Garden Plot is left in the same condition as it is found, at the commencement of the use of same.



- (c) Residents using a Garden Plot will be charged a service fee to be paid, in advance, for the use of a Garden Plot during the gardening season. The Board shall determine the number of Garden Plots to be used in any year and shall otherwise conduct the allocation of the Garden Plots to those Residents that have submitted an application for use of same, by way of a draw, if necessary.
- (d) No Resident shall permit noisy, rowdy or raucous behaviour in the outdoor community garden nor any behaviour, noise or action which disturbs the comfort and quiet enjoyment of other Residents using the outdoor community garden or damages the items which they are growing in their Garden Plot.
- (e) Any Resident using the outdoor community garden shall comply with all provisions of the application form filed with the Management Office and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation.
- (f) The outdoor community garden may not be used for any purpose between the hours of 2:00 a.m. and 6:00 a.m.

**SCHEDULE 1**

**Tenant Information Form**

**Halton Standard Condominium Corporation No. \_\_\_\_\_**

Unit \_\_\_\_\_, Level \_\_\_\_\_

Municipal Address: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_

Landlord's Permanent Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Term of Lease: \_\_\_\_\_ years

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

Attach a copy of the application/offer to lease and the lease itself.

Tenant's Full Name: \_\_\_\_\_

Social Insurance Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Vehicle Plate Number: \_\_\_\_\_

Number of Occupants: Adults \_\_\_\_\_, Children \_\_\_\_\_, Total \_\_\_\_\_

Adults Full Names: \_\_\_\_\_

\_\_\_\_\_

Children's Full Names: \_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

Tenant's Present Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Name of Nearest Relative: \_\_\_\_\_

Nearest Relative's Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature

**SCHEDULE 2**

**Tenant's Undertaking and Acknowledgment**

**Halton Standard Condominium Corporation No. \_\_\_\_\_**

I/WE, \_\_\_\_\_, the undersigned, as tenant(s) of Unit \_\_\_\_, Level \_\_\_\_\_, (the "Unit"), according to Halton Standard Condominium Plan No. \_\_\_\_\_, do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/We shall comply with the provisions of the *Condominium Act*, 1998, S.O. 1998, C.19 and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said Halton Standard Condominium Corporation No. \_\_\_\_\_ (the "Corporation").

I/We acknowledge that I am /we are subject to the provisions contained in the said Act, Declaration, By-Laws and Rules of the said Corporation.

I/We further acknowledge receipt of the Declaration, By-Laws and Rules of the said Corporation.

I/We intend to occupy the Unit with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge that the Unit is restricted to a maximum of \_\_\_\_\_ persons.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature

**SCHEDULE 3  
ELEVATOR RESERVATION AGREEMENT**

Reservation requested by \_\_\_\_\_  
(Print first name and last name)

Suite \_\_\_\_\_

Bus Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Owner \_\_\_\_\_  
(Print first and last name)

The reservation request is for the use of the service elevator for the purpose of a move out/move in/delivery.

Outgoing Resident \_\_\_\_\_

Incoming Resident \_\_\_\_\_

Delivery/Movers \_\_\_\_\_

The date and time of the reservation shall be:

\_\_\_\_\_  
(Day) (Month) (Year)

from \_\_\_\_\_ to \_\_\_\_\_ (Maximum 4 hours)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of \$\_\_\_\_\_ by cash, money order or certified cheque payable to \_\_\_\_\_. This amount will be refunded upon completion of the move and not having caused any damage to the common elements of the Corporation and upon surrender to the manager or its staff all common element keys and garage access devices in my possession.
2. I shall notify the manager or superintendent and request an inspection of the elevator immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the elevator and affected common elements.
3. I shall be liable for the full cost of all repairs to any damage which may occur as a result of the use of the elevator by me or my agents. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.
5. I shall take reasonable precautions to prevent unauthorized entry into the building during the term of the reservation.
6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.

- 7. I agree that special care will be taken with regard to the MIRRORS that are present in the elevators. I agree that the PROTECTIVE PADS must be in place prior, during and after and/or until the completion of the final inspection.

I hereby acknowledge that I have read this Agreement and I agree to abide by the Rules of the Corporation in force from time to time.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Applicant's Signature

<b>AREA INSPECTED</b>	<b>BEFORE</b>	<b>AFTER</b>
Loading Dock Area	_____	_____
Moving Room and Doors	_____	_____
Ground Level Lobby and Doors	_____	_____
Elevator Doors/Frame	_____	_____
Elevator Cab/Pads	_____	_____
Corridor Floor/Walls	_____	_____
All Fixtures	_____	_____
Suite Door	_____	_____

MANAGEMENT AGREEMENT

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**NUVO**  
CONDOMINIUMS



**INDEX**

Article 1 DEFINITIONS .....	3
Article 2 TERM.....	3
Article 3 REMUNERATION .....	3
Article 4 TERMINATION .....	4
Article 5 GENERAL MANAGEMENT PROVISIONS .....	5
Article 6 ENFORCEMENT .....	6
Article 7 FINANCIAL MANAGEMENT.....	6
Article 8 PHYSICAL MANAGEMENT.....	9
Article 9 DUTIES OF CORPORATION .....	13
Article 10 INDEMNIFICATION .....	14
Article 11 NOTICE .....	14
Article 12 PLURAL INVALIDITY.....	14
Article 13 ASSIGNMENT .....	15
Article 14 ENTIRE AGREEMENT.....	15
ARTICLE 15 EXECUTION.....	16
resolution by the board of directors.....	17

## MANAGEMENT AGREEMENT

### BETWEEN:

---

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

**ICC PROPERTY MANAGEMENT LTD.**

(hereinafter called the "Manager")

OF THE SECOND PART

**WHEREAS** the Corporation has been created pursuant to the Condominium Act, S.O. 1998, c.19, or any successor thereto and the Regulations made thereunder (the Act and Regulations are hereinafter referred to as "the Act");

**AND WHEREAS** the Corporation is desirous of having the Manager manage the property and assets of the Corporation (hereinafter called the "Property") and the Manager is desirous of doing so, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE THIS INDENTURE WITNESSETH** that, in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree each with the other as follows:

### ARTICLE 1 DEFINITIONS

- 1.1 Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the Act and the regulations made thereunder. Any reference to the Declaration, the By-Laws, the Rules or the Reciprocal Agreement (if any) is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefor up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement.

### ARTICLE 2 TERM

- 2.1 The Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent (subject to the overall control of the Corporation and to the specific provisions hereof) to manage the Property for a period of three (3) years commencing on First Day of Occupancy (the "Commencement Date"), unless terminated in accordance with Article 4 thereof, and for the purpose thereof, to act in the name of the Corporation in the carrying out of the duties of the Manager as herein set out. Notwithstanding the expiry of the said term, this Agreement shall be deemed to have been extended from month to month and the Corporation shall compensate the Manager upon the same terms and conditions as herein contained and either party herein may terminate the monthly extension of this Agreement upon giving two month's notice in writing to the other party.

### ARTICLE 3 REMUNERATION

- 3.1 On the first day of each month during the currency of this Agreement, the Corporation agrees to pay to the Manager as compensation for its managerial services rendered under this Agreement

\$xx per month (\$xxx annually), for the first year of the Agreement;  
\$xx per month (\$xxx annually), for the second year of the Agreement;  
\$xx per month (\$xxx annually), for the third year of the Agreement;

free and clear of all costs incurred by services provided by third parties in the operation of the premises. If this Agreement extends beyond the original term as described in section 2.1, the fees to be paid in each successive year of the agreement will be increased by 3% per annum unless otherwise agreed upon in writing by both parties. This agreement shall be subject to escalations as noted in the first year operating budget after September 2022.

- 3.2 Notwithstanding any other provision of this Agreement to the contrary, in addition to the Management fees, the Corporation shall pay to the Manager an amount equal to any and all goods and services taxes, harmonized sales taxes, value added taxes or any other taxes imposed on the Manager with respect to Management fees or any



other amounts payable, by the Corporation to the Manager under this Agreement, whether characterized as goods and services tax, sales tax, value added tax or otherwise (herein called "value taxes"), it being the intention of the parties that the Manager shall be fully compensated or reimbursed by the Corporation with respect to any and all value taxes payable by the Manager, save for income taxes.. The amount of value taxes payable by the Corporation shall be calculated by the Manager in accordance with the applicable legislation and shall be paid to the Manager at the same time as the amounts to which the value taxes apply are payable to the Manager under the terms of this Management Agreement or upon demand at such other time or times as the Manager may determine from time to time. Notwithstanding any other provision in this Management Agreement to the contrary, the Manager will have all the same remedies for the rights and recovery of the amount as it has for the recovery of the Management fees under the Management Agreement. The Corporation shall also compensate the Manager for those expenses identified in paragraph 8.1.(n) as "Additional Costs"

#### **ARTICLE 4 TERMINATION**

- 4.1 Either the Corporation or the Manager may terminate this Agreement, without cause, with effect as at the last day of a calendar month upon giving to the other party written notice specifying the termination date. Such notice shall be given to such other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. The Corporation shall be permitted to make payment in lieu of all or part of the notice period.
- 4.2 Upon expiration of the notice period set out in Section 4.1, the Manager shall surrender to the Corporation the corporate seal, all contracts, and records of the corporation as defined by the Act and the by-laws of the Corporation, files and other documents or information which may be pertinent to the continuing operation of the Property, and such transfer of records shall be in accordance with the Condominium Management Services Act, 2015 (the "CMSA") and all regulations made thereunder, and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after the termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all non-privileged, non-confidential, and relevant contracts, records, files and other documents or information pertaining to the Corporation and relating to such dispute or claim.
- 4.3 In addition to the rights of the parties described herein, this Agreement shall terminate immediately upon the happening of any of the following events:
- (a) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or
  - (b) the termination of the government of the Property by the Act; or
  - (c) The Manager or any of the Manager's employees is insubordinate, reckless, negligent or commits fraud or wilful misconduct or any illegal or dishonest act in performing its duties hereunder.
- 4.4 Upon termination of this Agreement:
- (a) the Manager shall as soon as possible thereafter and within fifteen (15) days after the date of effective termination pay over any balance in the Corporation's trust account managed by the Manager remaining to the credit of the Corporation (less any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;
  - (b) the Manager shall forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records as defined in the Act and the by-laws of the Corporation kept by the Manager in relation to the management of the Corporation, which are the property of the Corporation, or that are in the possession of any employees of the Manager, including without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks and correspondence, provided, however, that the Manager's own files relating to the Corporation shall be excluded;
  - (c) all accounting books and records kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within one calendar month after the termination date, or after an audited statement, if required by either party, is presented;
  - (d) the Manager shall deliver the records of the Corporation as instructed by the Corporation notwithstanding that the Manager has not received monies that the Manager believes are due and owing;

- (e) the Corporation shall assume the obligations under any and all contracts which the Manager has properly made as directed by the Corporation for the purpose of arranging the services to be provided pursuant to this Agreement;
- (f) any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after the termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Clause, shall survive the termination of this Agreement.
- (g) The Manager shall cooperate in a professional manner for a smooth transition of management services to the new manager under this agreement.

## **ARTICLE 5 GENERAL MANAGEMENT PROVISIONS**

- 5.1 The Manager hereby accepts the appointment and agrees to manage the Property on behalf of the Corporation in a faithful, expedient, diligent and honest manner.
- 5.2 The Manager acknowledges that it is familiar with the terms of the Act, the Declaration, the By-laws and the Rules of the Corporation, as well as any agreements to which the Corporation is a party. The Manager also acknowledges that the Manager is familiar with and shall comply with the CMSA and PCOA and all Regulations made thereunder. The Manager fully accepts that its function is to assist the Board of Directors in the operation and administration of the Corporation and of the Property and accepts the relationship of trust and confidence established between itself, the Board of Directors, and the Owners by virtue of entering into this agreement. The Agreement Documents consist of this Agreement, the Management Services Quotation, the Declaration, the By-laws, the Rules, and any agreements to which the Corporation is a party and the resolutions of the Board of Directors passed after the effective date of this agreement, that affect, directly or indirectly, any obligation, authorization or right imposed or conferred on the Manager by the Agreement. Where there is a conflict between this Agreement and the Quotation, the provisions of this Agreement prevail. Changes to any Agreement Documents (including any new resolution of the Board of Directors which constitutes an Agreement Document) made or passed subsequent to the date thereof require the concurrence of the Manager insofar as these changes alter its obligations, authorizations or rights under this Agreement.
- 5.3 With respect to commitments binding upon the Corporation, the Manager is an independent contractor, except as that relationship may be changed to that of an agent pursuant to a valid resolution of the Board of Directors or under the express terms and conditions of this Agreement, but not until the Manager has received evidence in writing of any change in its legal relationship. All contracts of the Corporation shall be executed by an authorized signing of Officer (or Officers) of the Corporation as required by the by-laws unless there is an emergency or unless the Manager is specifically directed by a resolution of the Board of Directors to execute contracts on behalf of the Corporation. Without permission of the Board of Directors, the Manager shall not enter into any contract longer than one year in duration.
- 5.4 The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, both administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations as they pertain to the operation of the Corporation and of the Property.
- 5.5 The Manager confirms that there is an after hours emergency service that will handle any and all calls from residents 24 hours per day / 7 days per week. All residents will be informed of the appropriate emergency contact numbers, email addresses and of any changes thereof.
- 5.7 Privacy

(a) In performing the services under this Agreement, the Manager may be exposed to and may be required to use certain Confidential Information of the Corporation and Owners. The Manager agrees to comply with the *Personal Information Protection and Electronic Documents Act*. The Manager shall not use, directly or indirectly, such Confidential Information for the benefit of any other party other than the Corporation, or disclose, permit access to, transfer, copy or reproduce, directly or indirectly, except as may be reasonably necessary for the Manager to fulfill its obligations required by this Agreement, such Confidential Information without the prior written authorization of the Corporation or its authorized representative, either during or after the term of this Agreement.

(b) For the purposes of this Agreement, "Confidential Information," includes, without limitation:

(i) any information provided by the Corporation to the Manager in connection with the negotiation or performance of this Agreement, including, without limitation, all matters relating to unit owners or employees, agents and representatives of the Corporation

(ii) all "Personal Information" as that term is defined in the Personal Information Protection and Electronic Documents Act (Canada) and the regulations thereunder, as amended; and

(iii) any of the terms and conditions of this Agreement and any information in any form which the Manager acquires or becomes acquainted with, whether developed by the Manager or by any third party in connection with the Agreement.

(c) Notwithstanding the foregoing, Confidential Information does not include information which is in the public domain at the time of its disclosure or which thereafter enters the public domain otherwise than by any breach of this Agreement; and

(d) Upon the request of the Corporation, or upon the termination or expiration of this Agreement, the Manager shall return forthwith to the Corporation all Confidential Information without retaining any copies thereof.

- 5.8 The Manager covenants and agrees to comply with the provisions of the *Accessibility for Ontarians with Disabilities Act* ("AODA") and, without limitation, shall ensure that all its employees and contractors it retains have received training with respect to the AODA.
- 5.9 The Manager covenants and agrees to comply with the provisions of the *Occupational Health and Safety Act* ("OHSA") and, without limitation, shall use best efforts to ensure the safety of the Property as a workplace for those who attend the Property to provide services.
- 5.10 The Manager shall pay the Condominium Authority of Ontario ("CAO") assessment fee, on behalf of and at the expense of the Corporation, in accordance with the provisions of the Act.
- 5.11 The Manager shall file with the Registrar all Returns and Notices of Change on behalf of the Corporation in accordance with the Act. Should the Manager fail to file any Returns or Notices of Change by their due date, and such late filing results in a financial penalty or fee to the Corporation, the Manager shall be directly liable for such penalty or fee.
- 5.12 The Manager shall prepare and deliver Periodic Information Certificates, Information Certificate Updates and New Owner Information Certificates, as required in accordance with the Act, at the expense of the Corporation.
- 5.13 The Manager shall deliver to the Owners and to such other persons as are entitled to notice pursuant to the Act, Declaration or By-Laws, such notices, including the preparation and delivery of preliminary notices of meeting, and other information as is required in connection with the holding of owner's meetings, at the expense of the Corporation.

## **ARTICLE 6 ENFORCEMENT**

- 6.1 The Manager shall take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-laws and the Rules in accordance with standing instructions obtained by the Manager from the Board or, if these instructions are inadequate in any particular situation, in accordance with directions sought by the Manager from the president or, in the latter's absence, the Vice President; and, when directed to do so by the Board, initiate at the expense of the Corporation, proceedings through the Corporation's solicitor.

(a) Advise on Documents

The Manager shall advise and consult with the Board with respect to any possible amendments to the Corporation's Declaration or By-laws, or further By-laws or rules, which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property for the common benefit of the Owners.

(b) Communicate Amendments

The Manager shall forthwith communicate to all owners the text and import of any amendments to the declaration or by-laws or further by-laws or rules and any other information which the Board may request that the Manager give to the Owners, provided that any additional expenses incurred by the Manager in the performance of this duty shall be a further charge against the Corporation.

(c) Communication with Third Parties

The Manager shall receive communications from Owners, residents, all Corporation service providers, mortgagees, Government agencies and other interested parties to the Corporation (which communications, when action is required by the Manager or the Board, shall be requested to be in writing except in case of emergency); to the extent that the subject matter of any communication is within the scope of the responsibilities and duties of the Manager under this Agreement, deal with and dispose, or co-ordinate the disposition, of the matter as efficiently as possible, provided, however, that any matter involving a policy decision or an interpretation of the Act, Declaration, the By-laws or the Rules shall be referred to the Board; and, refer to the Board any communications other than those which the Manager is required to receive and resolve.

(d) Emergencies

The Manager shall deal in the first instance with emergencies; it is understood and agreed by the parties hereto that the Manager shall, in its discretion reasonably exercised, determine whether any emergency exists and, if so, whether the emergency is of a minor or major nature.

(e) Director's Training

The Manager shall take reasonable steps to ensure that all persons elected or appointed to the Board after November 1, 2017 complete the mandatory director training within six (6) months of being elected or appointed onto the Board and provide the Corporation with evidence of completion within fifteen (15) days of receiving same.

## **ARTICLE 7 FINANCIAL MANAGEMENT**

7.1 The Manager shall provide to the Corporation all appropriate financial management services and, without limiting the generality of the foregoing, agrees:

- (a) To collect and receive all monies payable by the owners or others to the Corporation in trust for the Corporation, and deposit same in separate trust accounts with a Chartered Bank or Trust Company, in the name of the Corporation, with at least one for operating expenses and one for reserve funds. The amount deposited to the reserve fund shall be the amount allocated in the budget of the Corporation or in any reserve fund study. Reserve fund monies will only be used in accordance with Section 93 of the Act;
- (b) To make timely payment of all accounts properly incurred by or on behalf of the Corporation. This includes drawing necessary cheques for payment of all expenses incurred by the Corporation and submitting them to the Board with correct accompanying documentation for approval and signature at least one week in advance of the due date, where feasible. Should the Manager fail to pay any properly incurred accounts by their due date through no fault of the Corporation and such late payments result in a financial penalty or interest charge to the Corporation, the Manager shall be directly liable to the Corporation for such penalty or interest charge. Any liability incurred under this provision shall survive the termination of the Agreement);
- (c) In connection with all contracts to perform work or services, execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor;
- (d) To actively pursue the collection of unpaid common expense assessments from the Owners with a view to reducing these receivables to the minimum monthly balance and without incurring additional cost, save in those instances where legal action, including the registration of certificate of lien pursuant to Section 85 of the Act and/or issue notices to tenants if any to pay rent to the Corporation is required. It is understood that the Manager shall instruct the Corporation's solicitor to prepare and register a certificate of lien in the appropriate Land Registry Office within the time prescribed by the Act after the date on which the Owner first defaults;
- (e) Until the Corporation shall change the same, the monthly assessments payable by the Owners shall be in accordance with the contributions to common expenses set forth in the Declaration and budget;
- (f) In the event that the Manager fails to instruct the Corporation's solicitor to serve a notice of intention to lien and register a certificate of lien covering the arrears of common expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation and shall reimburse the Corporation for same. This provision shall survive the termination of this Agreement;
- (g) The Corporation's solicitor shall not be instructed by the Manager to commence Power of Sale or Foreclosure proceedings without obtaining the approval of the Board of Directors;
- (h) Upon receipt of a written request from any person, and receipt of the fee prescribed by regulation under the Act, prepare under the seal of the Corporation, a certificate with respect to the unit in the form and with the contents prescribed by the regulations (a "Status Certificate") and to issue the Status Certificate within the time limit (10 days) prescribed by the Act;
  - (i) The Manager shall not be responsible for inspecting the common elements appurtenant to any unit or inspecting any unit to determine whether or not the Corporation has any claim for damages against an Owner as contemplated by the Act or whether any violation exists prior to issuing the Status Certificate;
  - (ii) The Manager shall be responsible for the accuracy and completeness of all information included in a Status Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in a Status Certificate if the same results from the failure of the Board to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of the Status Certificate. The Manager shall indemnify and save the Corporation and its directors, officers, unit owners, residents, employees, agents, servants, administrators, professional advisors, successors and assigns harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or

omission in the information contained in a Status Certificate of which the Manager had or ought to have had knowledge; this provision shall survive the termination of this Agreement;

(iii) The Manager shall be entitled to the fee prescribed by the Act for the preparation and issuance of Status Certificate and related documentation;

(i) To prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors;

(j) To be fully accountable to supervise and direct Corporation to ensure that they:

(i) file with the Corporation's bank or trust company the appropriate banking documentation provided by and executed by the Corporation's Directors indicating the authorized signing officers of the Corporation who shall sign all cheques drawn on the Corporation's accounts. Standing authorization may be provided by the Board to the Manager for payment of regular utilities accounts and any other accounts as may be authorized by the Board from time to time;

(ii) ensure all monies including N.S.F. cheque administration fees and interest collected on behalf of the Corporation shall be used to:

(1) pay all accounts properly incurred by or on behalf of the Corporation;

(2) arrange and pay for insurance in accordance with the provisions of the Act, Declaration and By-laws in amounts directed by the Board;

(k) Budget

At least two months prior to the beginning of each fiscal year during the term of this Agreement, furnish to the Board for its approval, in writing, an estimated budget for the following year, setting forth by categories the Manager's best estimate of all expenses of the operation of the Property for the coming year, including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electricity charges, and costs of all repairs, renewals, maintenance and supervision of the Property and reserve fund contributions required by the Act. Upon request of the Board or whenever, in the opinion of the Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the Property for the then remaining portion of the current fiscal year. The Manager will at all reasonable times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the Owners under the provision of the Act, Declaration and By-laws;

(l) Financial Reporting

Be fully accountable to:

(i) provide the Board with monthly and year-to-date itemized unaudited financial statements showing:

(1) Corporation income on an accrual basis;

(2) dollar amount of common expense assessment collected;

(3) dollar amount of expenses by category on an accrual basis, as compared with budgeted expenses;

(4) an aged list of the names of the Owners who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency;

(5) the names and amounts of all other delinquent accounts;

(6) particulars of accounts, term deposits, certificates and any other instructions respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;

(7) particulars of significant variations from budget;

(8) income and expense statement;

(9) balance sheet;

- (ii) provide the Board of the Corporation on a monthly basis with a copy of the following:
  - (1) general bank statement summary;
  - (2) Reserve Fund bank statement summary and list of Reserve Fund investments and maturity dates;
  - (3) bank reconciliation for the General Account;
  - (4) bank reconciliation for the Reserve Accounts;
  - (5) detailed general ledger analysis; and
  - (6) Variance reporting;
- (m) Be fully accountable to:
  - (i) keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board no later than the 15<sup>th</sup> day following the end of each month financial statements summarizing the transactions made during the month (the Manager hereby acknowledges that the books and records are the property of the Corporation);
  - (ii) maintain and make available, all books and records pertaining to the operation of the Property and business of the Corporation at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, and any representative of the Board duly authorized in writing.
  - (iii) Notwithstanding any other provisions in this Agreement to the contrary, where records are requested by an owner/mortgagee and/or their designated representative, the Corporation may be charged \$31.50/hour to properly compensate the Manager for time spent in labour relating to the records requested, except where the Act prohibits the Corporation to charge a fee for the production of a record (i.e. the production of a core record by electronic copy) in which case the Corporation shall not be charged. The Manager shall collect such costs charged to the Corporation from the owner, purchaser or mortgagee who has requested such records, in accordance with the provisions in the Act.
  - (iv) The Manager shall be responsible for estimating the cost of labour and copying charges (which copying charges shall be charged in accordance with the Act) for the requested records, where applicable. In the event that the actual cost of labour and copying charges exceed the estimated costs, the Manager shall: (i) for labour costs, only be entitled to charge the Corporation 10% more than the estimated labour cost; and (ii) for copying costs, be responsible to reimburse the Corporation for any amounts which the Corporation is not permitted to recover from the owner;
- (n) Owners' or Mortgagees' Statement

Send a statement as of the date of the last monthly financial statement showing the amount of any unpaid assessments then due, interest thereon, if any, and the amount outstanding, if any, towards the owner's contribution towards common expenses and the reserve fund upon the written request of an owner or mortgagee with respect to his or her unit;

- (o) Investment of Surplus & Reserve Funds – Long Range Planning

Develop and monitor an investment plan as approved by the board of directors to obtain an acceptable return on all revenues of the corporation. This includes interest accumulating on surplus cash and upon long-term reserve fund accounts and, in this endeavour, invest all surplus cash and reserves in interest-bearing accounts with a Canadian Chartered Bank, Trust Company, or as directed by the Board of Directors and as permitted by the Act. The plan is to be reviewed on a bi-annual basis with the board of directors.

## **ARTICLE 8 PHYSICAL MANAGEMENT**

8.1 The Manager shall provide to the Corporation all appropriate physical management services and, without limiting the generality of the foregoing, shall:

- (a) Maintenance And Repair

Arrange for the effective and economical operation, maintenance and repair of the Property (including its equipment) and the assets of the Corporation in accordance with the Act, Declaration and By-laws, including, without limiting the generality of the foregoing:

- (i) arrange for the supply, as required, of natural gas, electricity, water, TV. services and other public utilities services;
  - (ii) Read individual water meters on a quarterly basis, or per Corporation's billing cycle and charge the Owners accordingly (if applicable);
  - (iii) arrange for timely maintenance and repairs of all building services and equipment including its natural gas, heating, cooling, electricity as required and maintain an ongoing log of all repairs, costs, schedules and check-ups and include updates of these repairs in the monthly property management report;
  - (iv) carry out the duties of the Manager and the Corporation by means of employees of the Corporation and/or independent contractors as, in each instance, may be more effective or economical;
  - (v) arrange for the repair and maintenance of all lawns, landscaped areas and roads;
  - (vi) arrange for pest control; removal of litter and garbage;
  - (vii) arrange for the cleaning of the common areas, shared stairwells and garbage room (if applicable);
  - (viii) maintain all electrical wiring, circuits, lighting fixtures in the common elements and replace light bulbs;
  - (ix) comply with the requirements and regulations of federal, provincial and municipal authorities having jurisdiction (including, without limitation, police and fire departments and the local board of health) which affect the Property, including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations and any supervision and maintenance necessary in connection with the Property; not take any action so long as the Corporation is contesting or the Board has affirmed its intention to contest any law, statute, ordinance, rule, regulation or order or any requirement pursuant thereto;
  - (x) prepare a preventative maintenance program for each major piece of equipment on the Corporation's property and the structure of the building(s); submit the program to the Board for approval; make the program available for inspection by the Board or its representative at all reasonable times, maintain with respect to each piece of equipment and the structure(s) a log book recording maintenance, repairs and related costs; and safeguard all available working drawings, as built blueprints, maintenance and operating manuals for mechanical and electrical systems on the property that have been delivered to the Manager.
- (b) Insurance and Claims
- (i) obtain for submission to the Board, a minimum of three quotations for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Agreement Documents or the Board;
  - (ii) ensure that the coverage conforms with the requirements of the Act and the Agreement Documents and with generally accepted practice of prudently managed condominium corporations;
  - (iii) take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:
    - (1) any claim by the Corporation under any of its insurance policies;
    - (2) any claim by the Corporation against an Owner for damage resulting from the Owner's default in the performance of an obligation to maintain and repair; or
    - (3) any other claim by or against the Corporation;(such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence);

- (iv) monitor and make available to the Board (or if prompt action is required, to an appropriate officer of the Corporation) developments in the processing of insurance or other claims by or against the Corporation, and see that the rights of the Corporation in respect of the claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss;

(c) Site Manager-Inspections

On a monthly basis the Manager shall inspect the common elements and report to the Board of Directors in writing any irregularities or items which require the attention of the Board. During any extended absence of the Manager by reason of vacation or extended illness, a senior representative of the Manager or another fully-qualified Manager will undertake to complete the aforementioned inspections;

(d) Inventory

Maintain an up-to-date list of all inventory, equipment and chattels forming part of the assets of the Corporation including, without limiting the generality of the foregoing, all furniture, gardening equipment, cleaning equipment and supplies, and office equipment and supplies;

(e) Construction Defects

Use best efforts to see that any building deficiency required by the Corporation to be repaired or rectified, if any, by the builder is corrected and pursue any deficiency repairs short of legal action under warranty applicable to the common elements of the Corporation;

(f) Spending Authority and Deficit Financing

- (i) the annual budget shall constitute the major control, under which the Manager shall operate, and there shall be no substantial deviations there from, excluding such expenses as utilities, insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Board. Provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Board regarding the expenditure;
- (ii) it is specifically understood that the Manager does not undertake to advance any of its own funds on behalf of the Corporation, and in the event monies are not available, the Manager will not in any event be liable to perform any services which require the expenditure by it of its own funds and it will not be required to pledge its credit, and shall only be required to perform its services and make disbursements to the extent that and so long as payments received from assessments or other revenue, if any, of the Corporation shall be sufficient to pay the cost and expense of the services and the amounts of the disbursements. If it shall appear to the Manager that the assessments and other revenue, if any, of the Corporation are insufficient to pay same, the Manager shall so notify the Corporation in detail of that fact and request the Corporation to increase the monthly assessments;
- (iii) the Manager shall not authorize the rendering of any services or purchase of any one item estimated to cost in excess of \$2,000.00 for any one (1) item without first obtaining the Corporation's approval to proceed, by way of resolution of the majority of the Board. The Manager shall first obtain three or more independent estimates of the cost of the work or services for any item estimated to cost in excess of \$2,000.00 unless the Board instructs the Manager in writing that the independent estimates are not necessary in the circumstances. If in the Manager's opinion there exists a hazardous situation which could cause personal injury or damage to the Property of the Corporation or its equipment or contents or which could impair the value of the Owners' investment at a time when the Corporation or its representative cannot reasonably be located for the purpose of giving approval for the work, or if failure to do the work could expose either the Corporation or the Manager or both to the imposition of penalties, fines, imprisonment or any other substantial liability, then the Manager is hereby authorized to proceed with the work as in its discretion it determines to be urgently necessary for the protection and preservation of the Property of the Corporation or to protect the Owners' investment therein or to protect the Corporation or Manager from exposure to fines, penalties, imprisonment or any other substantial liability, subject, however, in each and every instance to the Act. The Manager shall in the case of a hazardous situation immediately report to the Board regarding the expenditure;

(g) Supervision

- (i) use reasonable diligence to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage



of all trade discounts by prompt payment of trade invoices where services are properly performed and/or material provided in accordance with the contract;

- (ii) retain or cause to be retained holdbacks required by the Construction Lien Act, R.S.O.1990 and/or any successor legislation, including the Construction Act, and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of the work, inform the Board and forthwith take all necessary steps to have the same removed and discharged;

(h) Management Staff

Provide an experienced full-time Condominium Manager licensed in accordance with the CMSA to provide management services to the Corporation. The Condominium Manager shall be accessible by phone/email when not present on-site throughout the duration of this Agreement. Also, the Manager shall keep the Board and residents advised of the telephone number, email addresses or numbers at which an agent or employee of the Manager may be reached at any time in respect of any infraction of the Act, the Declaration, the By-laws, the Rules or any other policies or directives of the Board, or at any time during the day or night in respect of any emergency involving the property. The Manager will make all arrangements to deal promptly with the infractions and immediately deal with any emergency arising in connection with the maintenance and operation of the Property of the Corporation. No Manager will be installed on-site, nor will any changes in the on-site management be made without prior consultation with the Board of Directors. During any extended absence of the Manager by reason of vacation or extended illness, a senior representative of the Manager or another fully-qualified and Condominium Manager, briefed to as full an extent on the Corporation's situation as is reasonably possible, shall personally attend the Property on a regular basis;

(i) Meeting Attendance

Provide, at the Manager's own expense, services of the Condominium Manager to attend Board meetings and all meetings of Owners called pursuant to the Act. When specifically requested by the Board, provide at the expense of the Corporation any additional services which the Corporation may require, including scheduling and arranging of facilities for all annual, general, or special meetings of the members of the Corporation, and attendance at the meetings of a recording secretary, all at a cost to be mutually agreed upon in advance;

(j) Register

Maintain a computerized register in accordance with the Act; keep an up-to-date record of the names and addresses of all unit Owners, those mortgagees who have notified the Corporation of their entitlement to vote and of any tenants about which the Corporation has been notified in accordance with Section 83 of the Act or other occupants of which the Manager has knowledge (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit); and provide on an annual basis an updated list of Owners, residents, tenants and mortgagees recording the information shown in the register and, on a monthly basis as part of the Manager's monthly report to the Board a list of changes in owners and tenants during the preceding month(s).

(k) Alternative Arrangements

Attempt to make alternative arrangements to ensure that normal maintenance of property services and equipment proceeds on schedule where the services may be disrupted by a strike or lock-out, or by negotiations with trade unions with respect to the Manager's employees or employees of its affiliates or subsidiaries;

(l) Manager's Report

- (i) present to the Board at least 72 hours prior to each regularly scheduled Board meeting a written Manager's Report, to serve as a form of communication from the Manager to the Board, which Manager's Report shall reflect, without limitation the directives of the Board to the Manager and show the actions of the Manager with respect to the directives of the Board as well as concerns/issues that have arisen with residents;
- (ii) Provide a copy of the Annual Planning Guide;
- (iii) forthwith report to the Board any minor emergencies or persistent, flagrant or serious violations of the Act, Declaration, By-laws or Rules;
- (iv) report to the Board any changes in employees of the Corporation;

(m) Occurrence Report

- (i) deliver to the Board an Occurrence Report in respect of any significant accident, emergency, break-down or other situation or occurrence which in the opinion of the Manager ought to be brought to

the attention of the Board; and follow up the occurrence so reported by informing the Board of the disposition of the occurrence or as the Board may require;

(n) Additional Costs

Unless otherwise specified therein, the management services specified above shall be provided within the fee specified, but the Manager shall be entitled to reimbursement for mailing costs of notices or for reproduction and/or distribution costs incurred whenever the Corporation shall require that additional and/or duplicate records or information be provided to anyone other than the Board of Directors. Unless otherwise specified therein, the fee schedule for direct office expenses shall be as follows:

Photocopies \$0.10 per page

Postage as per Canada Post Pricing

Envelopes – \$0.20 - \$0.25 per

Arrears Statements \$0.15

Notice of Lien to Owners under subsection 85(4) of the Act- \$150.00 (Charged Back to Owners)

Courier Charges – At cost

E.F.T. and Bank Charges – At cost

CAO Related Administrative Charges @ \$1.00/unit/month

Yardi Payscan – Paperless Accounts Payable Cheque System @ \$1.00/invoice

Archived box storage – \$2.00/box/month

No disbursements, other than those itemized above, shall be made by the Corporation to the Manager, except where prior authorization has been granted by the board. Additional fees for additional services may be charged but only if the corporation has agreed, in writing, in advance, to the fee.

(o) Affiliates

ICC currently owns and operates ICC Property Maintenance Inc. However, the manager shall not engage any parent or subsidiary or any person, firm or corporation associated, affiliated or otherwise connected with it to perform any work or services without disclosing the nature of such connection to the Board and without the prior written consent of the Corporation.

- (p) The Manager shall employ or retain such staff, personnel, contractors or subcontractors on behalf of the Corporation (in the latter's capacity as the employer or contracting party), as may be required to promptly and efficiently maintain and repair the common elements and discharge the Manager's duties hereunder in connection therewith, and without limiting the generality of the foregoing, such staff may include superintendents and cleaners and all other individuals employed by the Corporation to maintain and repair the common elements (including all parking areas, whether unitized or not), on the express understanding that the Manager is responsible for directing and supervising such staff, personnel, contractors or subcontractors but the burden of remunerating such staff shall be borne solely by the Corporation, and that the Corporation shall have the sole responsibility (and the final authority, as the exclusive employer) to hire, dismiss, discipline, accept the termination of, direct the replacement or advancement of, set or authorize any pay increases and vacations for, and direct or define the overall duties and working conditions of, such staff, and may delegate to the Manager, from time to time, the implementation of the Board's decisions relating to any or all of the foregoing responsibilities.

**ARTICLE 9  
DUTIES OF CORPORATION**

9.1 The Corporation shall:

- (a) co-operate with the Manager to the extent required to perform expeditiously and economically the management services required under this Agreement, and provide the Manager with evidence and authority by way of certified copies of resolutions or otherwise, and any specific directions as the Manager may reasonably require;
- (b) deliver to the Manager copies of the Declaration, By-laws and Rules together with any written policies and directives of the Board of Directors, and amendments thereto;

- (c) provide at the expense of the Corporation any plans, drawings specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, provided, however, that the Board or its designated representative from time to time shall authorize retaining the architectural or engineering assistance before any expense is incurred therefore;
- (d) reimburse the Manager promptly for any monies which the Manager may elect to advance for the account of the Corporation, it being agreed that nothing contained herein shall be construed to obligate the Manager to make any advance.

#### **ARTICLE 10 INDEMNIFICATION**

- 10.1 During and after the termination of this Agreement, the Manager shall indemnify and save the Corporation and its directors, officers, unit owners, residents, employees, agents, servants, administrators, professional advisors, successors, and assigns, completely free and harmless from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees incurred during the term of this Agreement including legal fees attributable to, arising out of, or attributable to negligence, willful misconduct, fraudulent, illegal or dishonest act or intentional harm of the Manager or any of its employees or agents, or arising out of any breach of this Agreement, by the Manager and the Manager agrees to carry comprehensive and professional liability insurance and to provide the Corporation with a Certificate of Insurance prior to the effective date of this contract and thereafter annually as evidence that it is maintaining liability and blanket insurance in the amount of at least \$5,000,000.00 for the purpose of indemnifying the Corporation pursuant to this clause. The Manager will provide the Corporation with at least thirty (30) days' prior written notice of cancellation or any material changes in the provisions of the insurance policy.
- 10.2 All employees of the Manager working at the Property will be covered by a fidelity bond of at least \$500,000 in the name and at the expense of the Manager and the Manager will take reasonable steps to ensure the competency and integrity of non-affiliated companies engaged to perform work at the Property. The Manager will provide evidence of said bond prior to the Agreement becoming effective and annually thereafter as long as this Agreement is in force. The fidelity bond shall not be terminated by either the insurer or the Manager unless at least thirty (30) days prior written notice of cancellation has been delivered by Registered Mail to the Corporation, all members of the Board and, if applicable, to the Corporation's auditors.
- 10.3 Subject to subsection (10.1), the Corporation agrees to indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected with the Property and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof; except in the case of negligence, wilful misconduct, fraudulent, illegal or dishonest act or intentional harm of the Manager or any of its employees or agents, or arising out of any breach of this Agreement by the Manager, its servants or agents or a breach of the obligations under this Agreement, in which case all costs, damages, injury and liability shall be borne exclusively by the Manager. It is further provided that nothing contained in this subparagraph shall release the Manager or its employees, or agents, from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained.

#### **ARTICLE 11 NOTICE**

- 11.1 All notices required or permitted to be given hereunder shall be sufficiently given:
  - (a) to the Corporation if signed by or on behalf of the Manager, and delivered or mailed by prepaid registered post or courier addressed to the Corporation at its registered address for service; Notice can also be delivered to the board via email to an email address the board may designate from time to time
  - (b) to the Manager if signed by or on behalf of the Corporation and delivered or mailed by prepaid registered post or courier to the Manager at its last known address or by facsimile transmission to the following number or by electronic transmission to the following e-mail address:  
  
fax: (905) 940-3881  
  
e-mail: [stevec@iccpropertymanagement.com](mailto:stevec@iccpropertymanagement.com)
  - (c) all notices shall be deemed to have been received on the date of delivery if delivered by personal service, facsimile transmission or electronic transmission or on the third business day following the date of the mailing as the case may be.

#### **ARTICLE 12 PLURAL INVALIDITY**

- 12.1 Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural.

- 12.2 If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and the remaining portions shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any portion thereof that might be declared invalid.

**ARTICLE 13  
ASSIGNMENT**

- 13.1 Subject to paragraph 4.3.(a) herein, this Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**ARTICLE 14  
ENTIRE AGREEMENT**

- 14.1 This Agreement constitutes the entire Agreement between the Manager and the Corporation and it is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than expressed herein.

**ARTICLE 15  
EXECUTION**

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers in that behalf

Dated this        day of        , 2020.

\_\_\_\_\_


Per: \_\_\_\_\_

I have authority to bind the Corporation

Per: \_\_\_\_\_

I have authority to bind the Corporation

**ICC PROPERTY MANAGEMENT LTD.**



Per: \_\_\_\_\_

Chief Visionary Officer – I have authority to bind the Corporation

**RESOLUTION BY THE BOARD OF DIRECTORS**

APPROVED AT A MEETING HELD ON \_\_\_\_\_, 2020

BE IT RESOLVED THAT :

From time to time and until otherwise instructed by this Corporation, ICC Property Management Ltd. shall be and is hereby authorized to execute under the seal of the Corporation the following instruments in accordance with the applicable By-Laws of the Corporation:

- i. Status Certificates pursuant to Section 76.1 of the Condominium Act, S.O. 1998, c.19 (the "Act")
- ii. Notice of Lien Form , pursuant to Section 85.4 of the Act
- iii. Discharges of Lien, pursuant to Section 85.7 of the Act

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers in that behalf

Dated this        day of        , 2020.

Per: \_\_\_\_\_

I have authority to bind the Corporation

Per: \_\_\_\_\_

I have authority to bind the Corporation

**ICC PROPERTY MANAGEMENT LTD.**



Per: \_\_\_\_\_

Chief Visionary Officer – I have authority to bind the Corporation

**PROPOSED STANDARD UNIT SCHEDULE**  
(subject to amendment and to be finalized by the  
Declarant on or before registration of the Condominium)

**NUVO**

SECTION 43(5) (h) OF THE CONDOMINIUM ACT, 1998

The following is the schedule setting out what constitutes a standard unit for each class of unit that the Declarant intends to deliver to the Corporation pursuant to Section 43 (5) (h) of the Act, for the purpose of determining the responsibility for repairing improvements after damage and insuring them, as required pursuant to Section 43 (5) (h) of the Condominium Act.

Residential Units

Each standard residential unit shall be deemed to consist of the following items, of the type and quality installed by the builder, subject to the exclusions noted herein:

- builder base closet doors and interior doors with builder base hardware
- builder installed water saving toilet
- bathroom exhaust fan
- HVAC units, including without limitation, distribution systems and thermostat
- smoke alarm detector(s) and carbon monoxide detector(s)
- builder-installed outlets, panels, electrical wiring, light switches, receptacles and light fixtures
- pre-wiring for internet, telephone and cable outlets
- upper side of concrete slab floor, under side of concrete slab ceiling and unfinished drywalled interior walls

For greater certainty, and without limiting anything herein, the following are EXCLUDED from the definition of a standard residential dwelling unit:

- appliances, whether affixed to the unit or otherwise, including without limitation, washers, dryers, dishwashers, ranges, range hoods, microwaves, freezers and refrigerators
- all cabinetry, islands, vanities, tubs, showers, shower enclosures and sinks
- all countertops, vanity tops and island tops
- all floor coverings, including without limitation, carpet, tiles, hardwood, laminated flooring, engineered hardwood and linoleum
- all faucets and taps
- all light bulbs of any type, including without limitation, incandescent, halogen, LED or fluorescent
- all coverings, finishes and items placed on or attached to a vertical surface, including without limitation, tiles, paint, wallpaper, towel bars, toilet paper dispensers and soap holders

Anything not defined as part of the standard residential unit shall be deemed to be an improvement made to the unit and therefore not form part of the standard residential unit. The Corporation shall insure and repair a residential unit after damage only to the level of a standard residential unit.

Note: This Schedule may be updated and amended prior to registration of the Condominium.

INDEX OF PARTS		
PART	SHEET(S)	DESCRIPTION
1		PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ILLUSTRATION OF THE SERVIENT INTERESTS, AND DESIGNATION OF THE UNITS ON LEVELS A, B AND 1 TO 8 INCLUSIVE
2		PLAN OF SURVEY OF THE EXCLUSIVE USE PORTIONS OF THE CONDOMINIUM ON LEVEL
3		ARCHITECTURAL PLANS
		STRUCTURAL PLANS

PART 1 OF 4 PARTS  
SHEET 1 OF 6 SHEETS

**HALTON STANDARD  
CONDOMINIUM PLAN No.**

**LEVEL 1  
UNITS 1 TO 32 INCLUSIVE**

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF HALTON (No. 20)  
AT \_\_\_\_\_ O'CLOCK ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

REPRESENTATIVE FOR LAND REGISTRAR

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:  
1. THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYORS ACT, THE SURVEYORS REGULATION AND THE REGULATIONS MADE UNDER THEM.  
2. THE SURVEY WAS COMPLETED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

DATE: \_\_\_\_\_  
EDUARDO LINHARES  
CHIEF LAND SURVEYOR

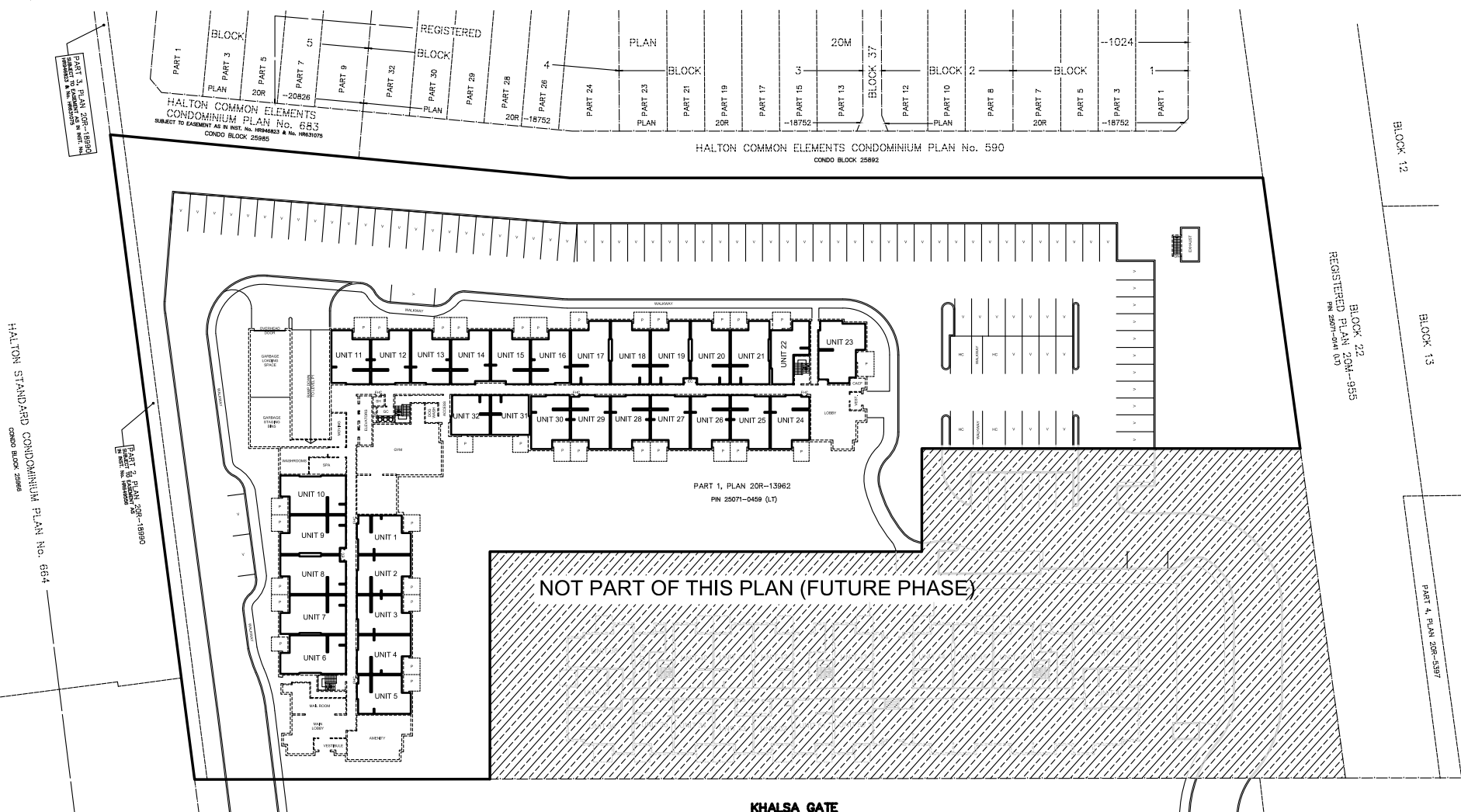
DECLARATION REGISTERED AS NUMBER \_\_\_\_\_

THIS PLAN COMPRISES ALL OF PIN \_\_\_\_\_ (L.T.)

**SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS**  
(PURSUANT TO CLAUSES 2 (1) (b) AND (1) (c) OF THE CONDOMINIUM ACT 1998)

SUBJECT TO (SERVIENT INTERESTS)	PART	PLAN	DESCRIBED IN	NOTES
TOGETHER WITH (APPURTENANT INTERESTS)				

**PLAN OF SURVEY OF  
PART OF LOT 30  
CONCESSION 1  
SOUTH OF DUNDAS STREET**  
(GEOGRAPHIC TOWNSHIP OF TRAFALGAR)  
**TOWN OF OAKVILLE**  
REGIONAL MUNICIPALITY OF HALTON



HALTON COMMON ELEMENTS  
CONDOMINIUM PLAN No. 683  
SUBJECT TO EASEMENT AS IN INST. NO. H18662 & No. H187075  
CONDO BLOCK 25885

HALTON COMMON ELEMENTS CONDOMINIUM PLAN No. 590  
CONDO BLOCK 25892

**KHALSA GATE**  
ROAD ALLOWANCE BETWEEN TOWNSHIP LOTS 30 AND 31  
(DEDICATED AND RENAMED BY BY-LAW 2008-150, INST. NO. H1872340)  
PIN 25071-1165 (L.T.)  
PART 3, PLAN 20R-17819

**NOTE:**  
THIS PROJECT IS A PHASED CONDOMINIUM UNDER SECTION 145 (PART II) OF THE CONDOMINIUM ACT 1998. THE CONDOMINIUM IS TO BE COMPRISED INITIALLY OF UNITS 1 TO 32 INCLUSIVE ON LEVEL 1, UNITS 1 TO 40 INCLUSIVE ON LEVEL 2, UNITS 1 TO 42 INCLUSIVE ON LEVELS 3 TO 8 INCLUSIVE.  
IN ADDITION THERE WILL BE PARKING AND LOCKER UNITS ON VARIOUS LEVELS, PREDOMINATELY LEVELS 1, A & B. THE CONDOMINIUM WILL THEN BE AMENDED TO INCLUDE UNITS 33 TO 52 INCLUSIVE, ON LEVEL 1, UNITS 41 TO 66 INCLUSIVE, ON LEVEL 2, UNITS 43 TO 70 INCLUSIVE ON LEVELS 3 AND 4, UNITS 43 TO 55 INCLUSIVE ON LEVEL 5, UNITS 43 TO 58 INCLUSIVE ON LEVELS 6, 7 AND 8.  
IN ADDITION THERE WILL BE PARKING AND LOCKER UNITS ON VARIOUS LEVELS, PREDOMINATELY LEVELS 1, A & B.

**Building # 2**  
**SITE PLAN - LEVEL 1**  
UNITS 1 TO 32 INCLUSIVE (RESIDENTIAL)

- LEGEND**
- DENOTES CONDOMINIUM PROPERTY BOUNDARIES
  - DENOTES BOUNDARIES OF UNITS AND THE COMMON ELEMENTS
  - UP DENOTES STAIRS UP
  - DN DENOTES STAIRS DOWN
  - GC DENOTES GARABGE CHUTE
  - EC DENOTES ELECTRICAL CLOSET
  - FHC DENOTES FIRE HOSE CABINET
  - SH DENOTES SHOWER
  - P DENOTES PATIO
  - CACT DENOTES CENTRAL ALARM CONTROL FACILITY
  - V DENOTES VISITOR PARKING
  - HC DENOTES ACCESSIBLE PARKING

**UNIT BOUNDARY DEFINITIONS**  
MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, THE FLOORS, CEILING AND CONDOMINIUM BOUNDARIES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 'C' OF THE DECLARATION.  
AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS.

**CERTIFICATE OF DECLARANT**  
THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH OUR INSTRUCTIONS.  
DECLARANT: \_\_\_\_\_ NAME \_\_\_\_\_  
DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

NAME \_\_\_\_\_  
I HAVE AUTHORITY TO SIGN THE DECLARATION

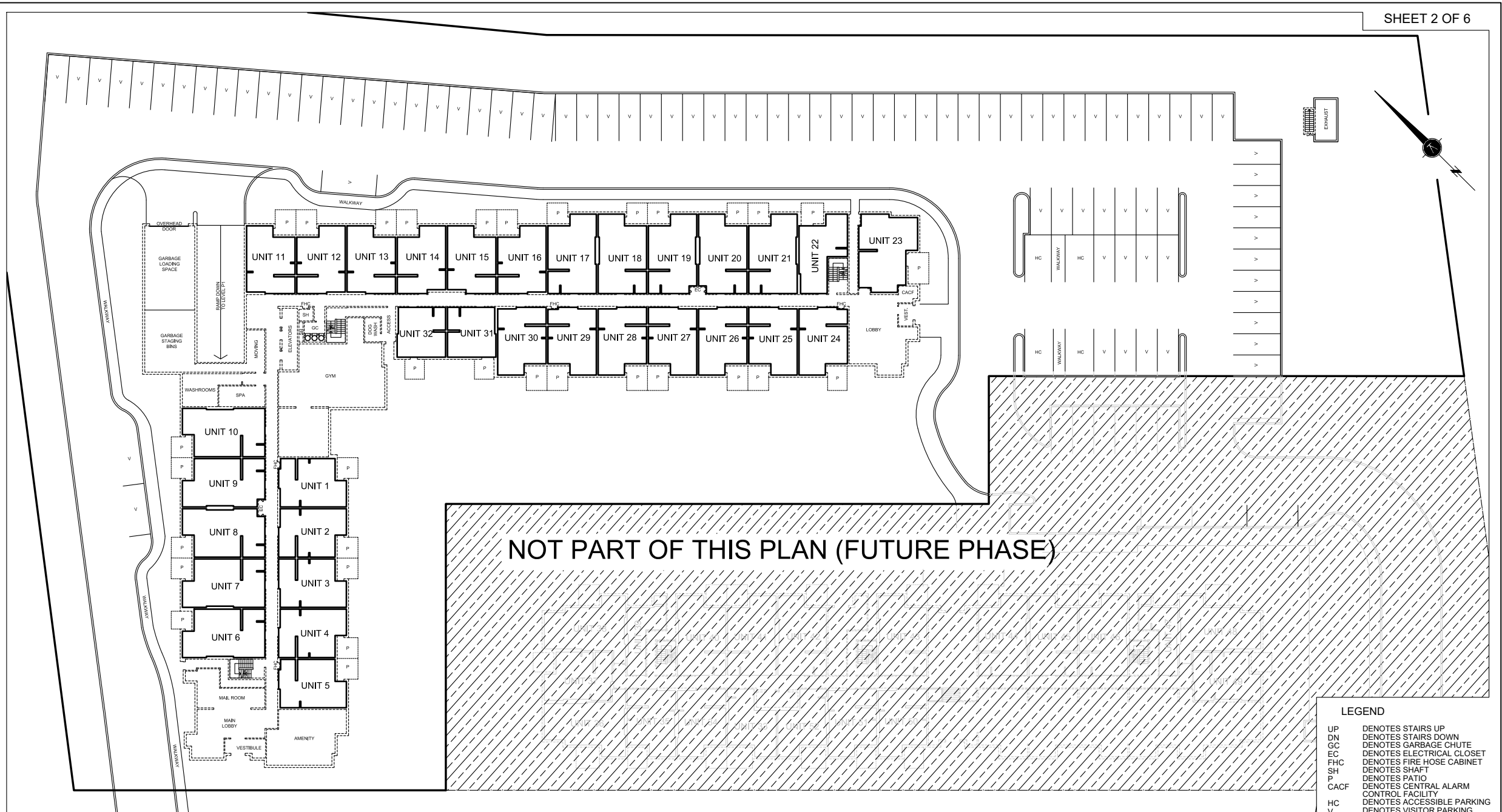
PLANS 1 AND 2 APPROVED AND PARTS 3 AND 4 EXEMPTED UNDER SECTION 9 OF THE CONDOMINIUM ACT, S.O. 1998, 19, AND SECTION 11 OF THE PLANNING ACT, R.S.O. 1990, c.P.13, AS AMENDED.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020  
DIRECTOR OF PLANNING  
TOWN OF OAKVILLE

PLAN AVAILABLE AT [www.ProtectYourBoundaries.ca](http://www.ProtectYourBoundaries.ca)

FIELD	NA	DRWN	MZ	CHECKED	SS	JOB NO	20-015
DWG NAME: 20-015D01A.PLOT.MXD (8.43.2020) WORK ORDER NO: 3278							
1137 Glenview Terrace   ON L4L 3M6   905.738.0253   905.738.9221   www.krcmar.com							

**KRCMAR**





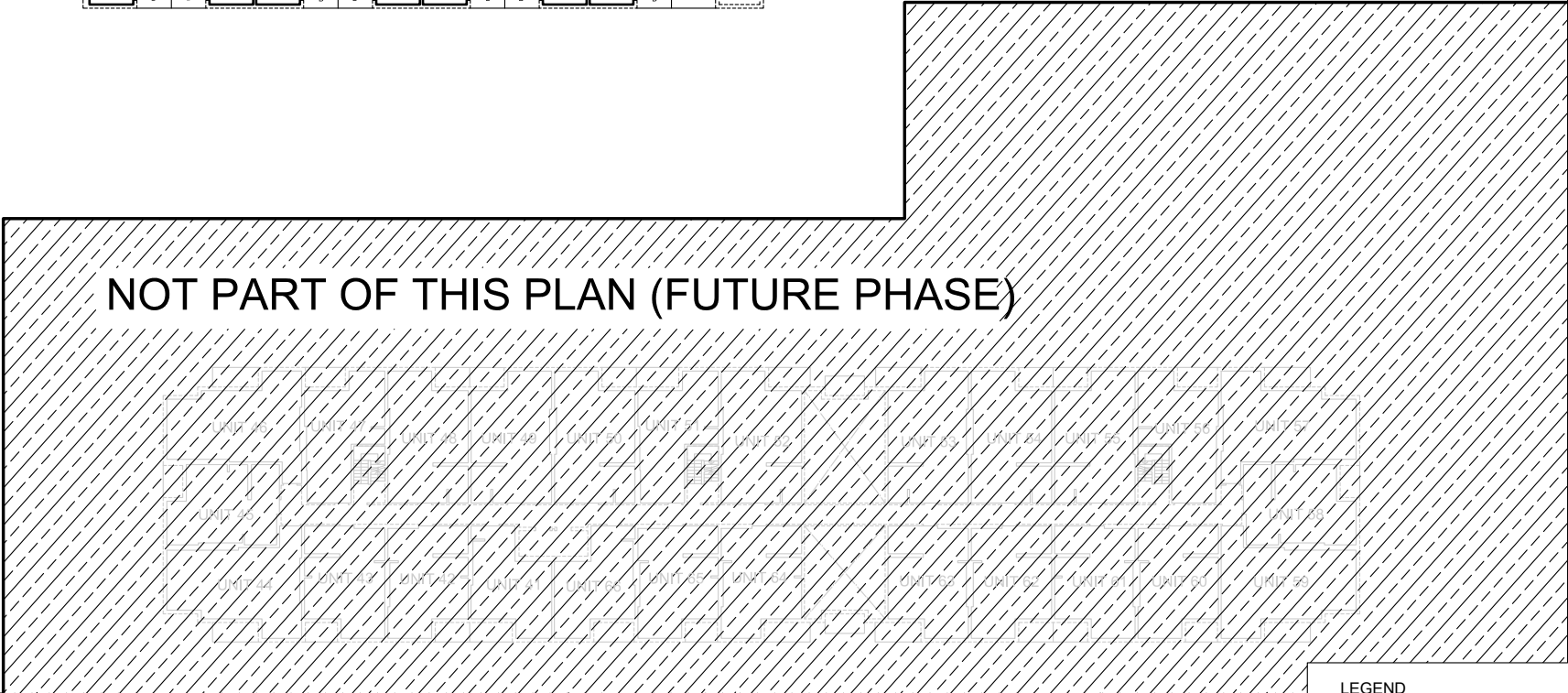
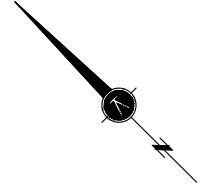
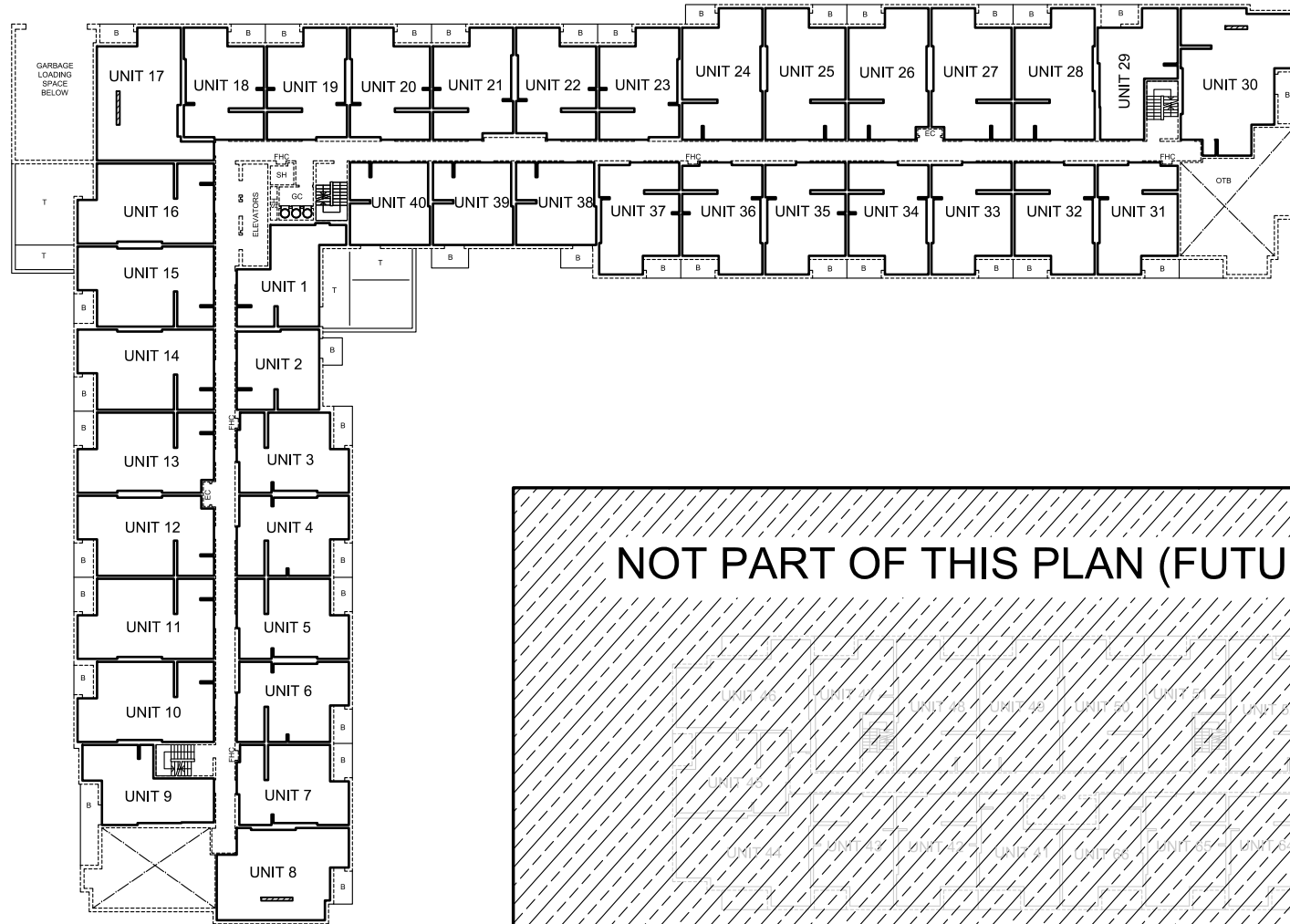
**LEVEL 1 ENLARGEMENT**  
 UNITS 1 TO 32 INCLUSIVE (RESIDENTIAL)

**KHALSA GATE**

**LEGEND**

UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARBAGE CHUTE
EC	DENOTES ELECTRICAL CLOSET
FHC	DENOTES FIRE HOSE CABINET
SH	DENOTES SHAFT
P	DENOTES PATIO
CACF	DENOTES CENTRAL ALARM CONTROL FACILITY
HC	DENOTES ACCESSIBLE PARKING
V	DENOTES VISITOR PARKING
▨	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

**KRCMTR**  
 www.krcmar.ca



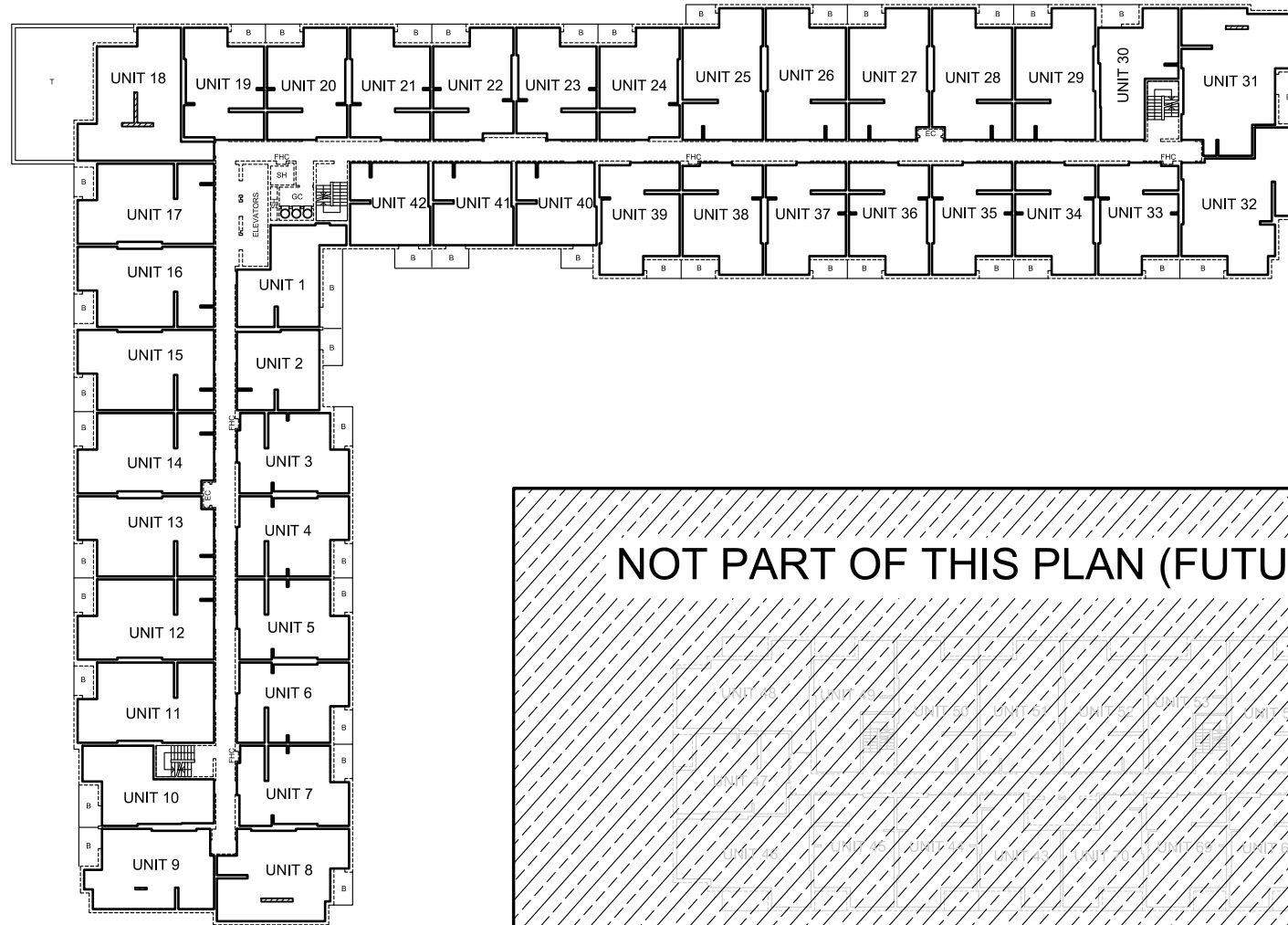
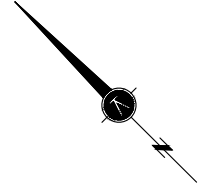
# KHALSA GATE

**LEVEL 2**  
 UNITS 1 TO 40 INCLUSIVE (RESIDENTIAL)

**LEGEND**

UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARBAGE CHUTE
EC	DENOTES ELECTRICAL CLOSET
FHC	DENOTES FIRE HOSE CABINET
SH	DENOTES SHAFT
T	DENOTES TERRACE
B	DENOTES BALCONY
[Hatched Box]	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

**KRCMTR**  
 www.krcmar.ca



NOT PART OF THIS PLAN (FUTURE PHASE)

# KHALSA GATE

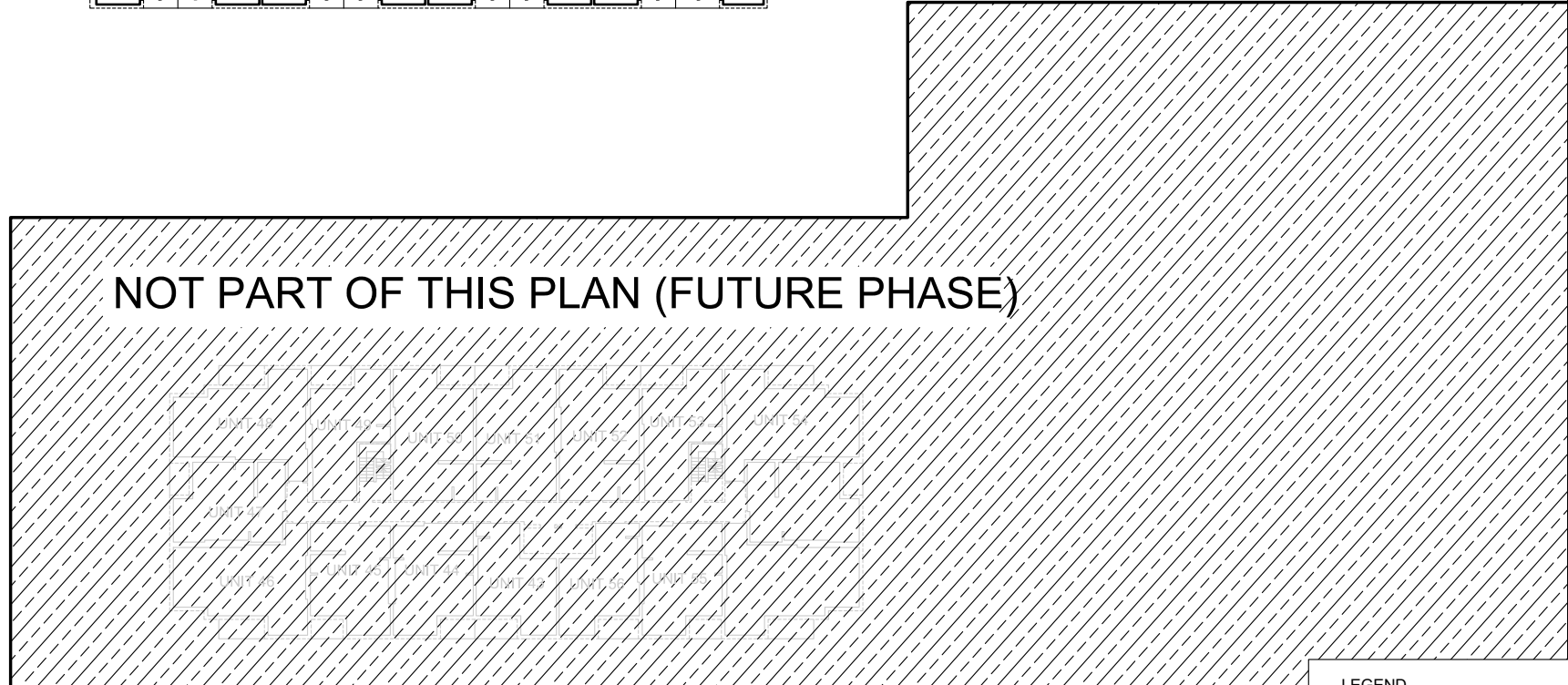
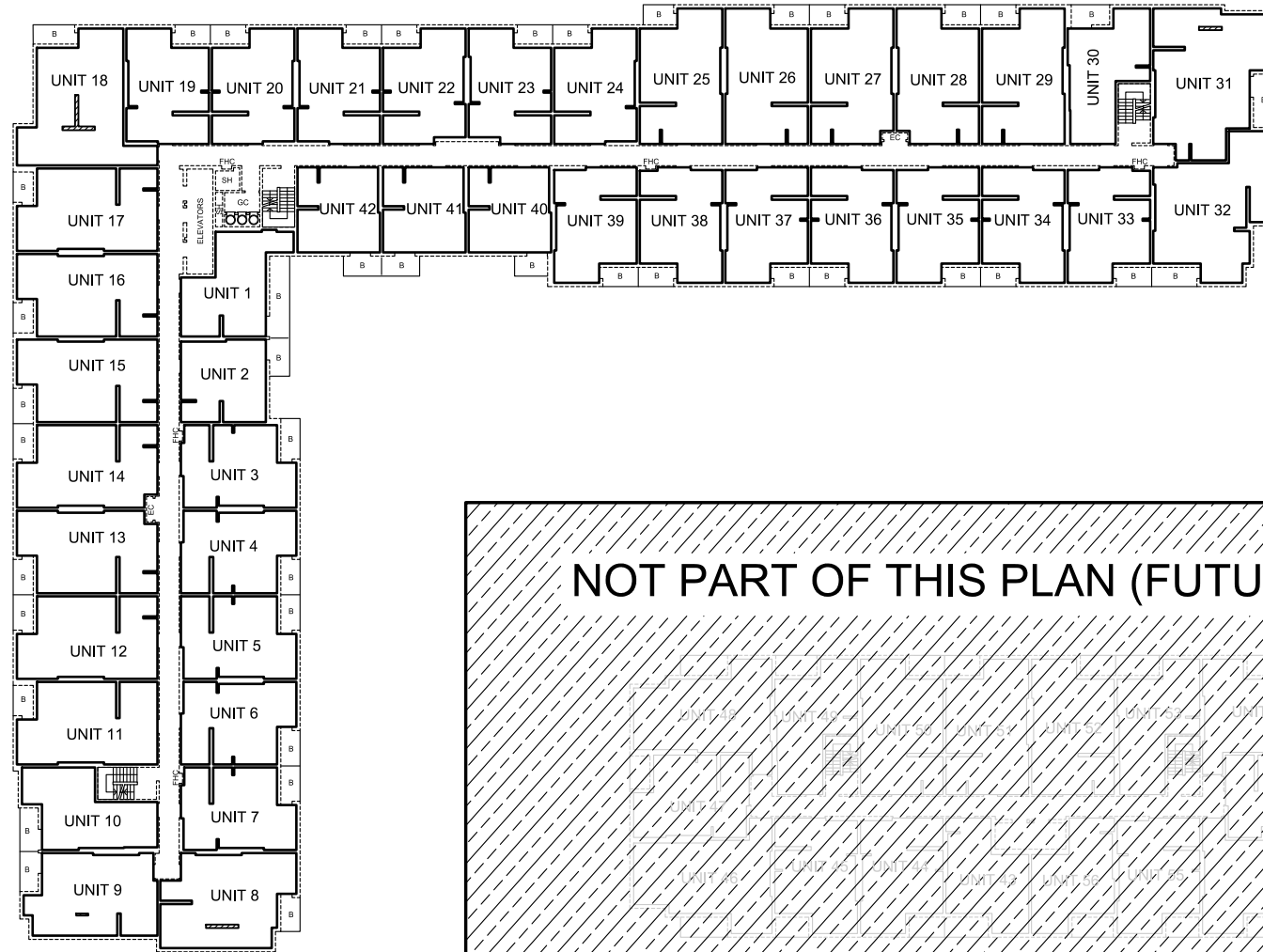
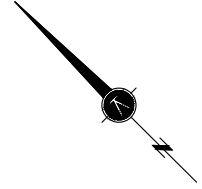
## LEVEL 3

UNITS 1 TO 42 INCLUSIVE (RESIDENTIAL)

### LEGEND

- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- GC DENOTES GARBAGE CHUTE
- EC DENOTES ELECTRICAL CLOSET
- FHC DENOTES FIRE HOSE CABINET
- SH DENOTES SHAFT
- T DENOTES TERRACE
- B DENOTES BALCONY
- DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

**KRCMTR**  
www.krcmar.ca



NOT PART OF THIS PLAN (FUTURE PHASE)

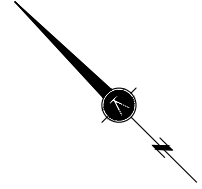
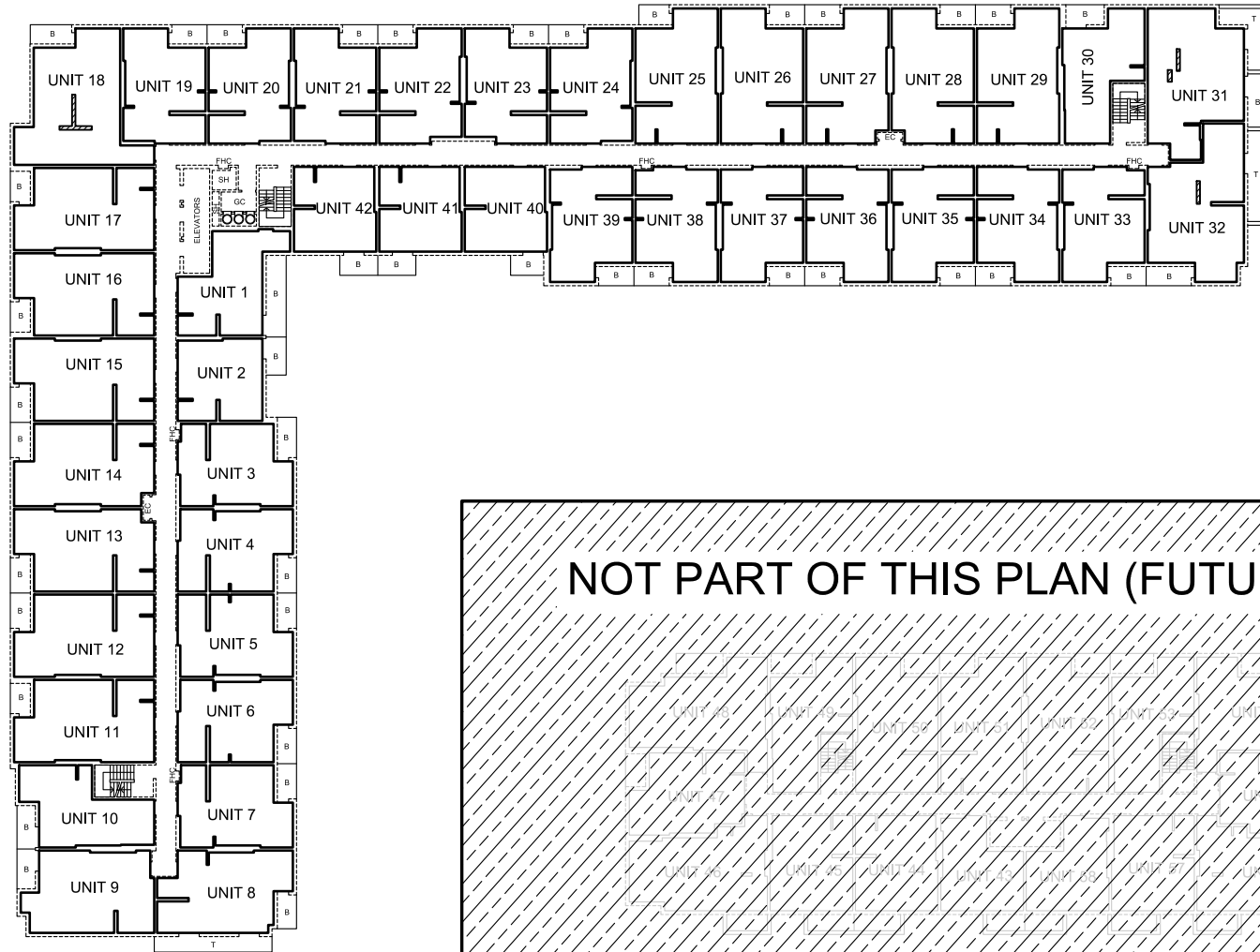
**KHALSA GATE**

**LEVELS 4 TO 7 INCLUSIVE**  
 UNITS 1 TO 42 INCLUSIVE (RESIDENTIAL)

**LEGEND**

UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARBAGE CHUTE
EC	DENOTES ELECTRICAL CLOSET
FHC	DENOTES FIRE HOSE CABINET
SH	DENOTES SHAFT
T	DENOTES TERRACE
B	DENOTES BALCONY
▨	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

**KRCMTR**  
 www.krcmar.ca



NOT PART OF THIS PLAN (FUTURE PHASE)

**KHALSA GATE**

**LEVEL 8**

UNITS 1 TO 42 INCLUSIVE (RESIDENTIAL)

**LEGEND**

- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- GC DENOTES GARBAGE CHUTE
- EC DENOTES ELECTRICAL CLOSET
- FHC DENOTES FIRE HOSE CABINET
- SH DENOTES SHAFT
- T DENOTES TERRACE
- B DENOTES BALCONY
- ▨ DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

**KRCMTR**  
www.krcmar.ca

RECEIVED AND DEPOSITED

DATE \_\_\_\_\_, 2020

DATE \_\_\_\_\_, 2020

**PRELIMINARY**

J. EDUARDO LINHARES  
ONTARIO LAND SURVEYOR

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF HALTON (No.20)

**SCHEDULE**

PART	PART OF LOT	CONCESSION	ALL OF PIN	AREA (m <sup>2</sup> )
1				
2				
3				
4	30	1, SOUTH OF DUNDAS STREET	25071-0459 (LT)	
5				
6				
7				
8				
9				

PART 9 IS SUBJECT TO EASEMENT AS IN INST. No. HR649556

STRATA PLAN OF SURVEY OF  
**PART OF LOT 30  
CONCESSION 1  
SOUTH OF DUNDAS STREET**  
(GEOGRAPHIC TOWNSHIP OF TRAFALGAR)  
**TOWN OF OAKVILLE**  
REGIONAL MUNICIPALITY OF HALTON

SCALE 1:250

KRCMAR SURVEYORS LTD. 2020

METRIC: DISTANCES AND COORDINATES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**BEARING**  
BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM THE TOWN OF OAKVILLE, HORIZONTAL CONTROL MONUMENTS No. 045910042 AND No. 008800328, AND ARE REFERRED TO THE 6° UTM COORDINATE SYSTEM, ZONE 17, CENTRAL MERIDIAN 81°00' WEST LONGITUDE, (NAD 83 ORIGINAL).

DISTANCES SHOWN HEREON ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9996699.

**ELEVATION**  
ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE RELATED TO THE TOWN OF OAKVILLE, BENCHMARK No. 44, HAVING AN ELEVATION OF 130.998 METRES.

**NOTES**  
ALL FOUND MONUMENTS ARE BY KRCMAR SURVEYORS LTD., O.L.S. UNLESS OTHERWISE NOTED.

- LEGEND**
- DENOTES SURVEY MONUMENT FOUND
  - DENOTES SURVEY MONUMENT PLANTED
  - ◉ DENOTES HORIZONTAL CONTROL MONUMENT
  - SIB DENOTES STANDARD IRON BAR
  - SSIB DENOTES SHORT STANDARD IRON BAR
  - IB DENOTES IRON BAR
  - CP DENOTES CONCRETE PIN
  - CC DENOTES CUT CROSS
  - IP DENOTES IRON PIPE
  - (M) DENOTES MEASURED
  - (S) DENOTES SET
  - (OU) DENOTES ORIGIN UNKNOWN
  - (WT) DENOTES WITNESS
  - (BA) DENOTES PLAN BA--
  - (RP) DENOTES REGISTERED PLAN
  - (P) DENOTES PLAN
  - (P1) DENOTES PLAN
  - (P2) DENOTES PLAN
  - (1370) DENOTES KRCMAR SURVEYORS LTD. O.L.S.
  - (OLS1) DENOTES
  - (OLS2) DENOTES
  - BF DENOTES BOARD FENCE
  - CLF DENOTES CHAIN LINK FENCE
  - PWF DENOTES POST & WIRE FENCE
  - WF DENOTES WRIGHT IRON FENCE
  - WF DENOTES WOODEN FENCE
  - (NL) DENOTES NO VERTICAL LIMITATIONS
  - (NUL) DENOTES NO UPPER LIMITATIONS
  - (NL) DENOTES NO LOWER LIMITATIONS
  - UL DENOTES UPPER LIMITATION IN METRES
  - LL DENOTES LOWER LIMITATION IN METRES
  - CSP DENOTES CHANGE IN SLOPING PLANE
  - CVL DENOTES CHANGE IN VERTICAL LIMITATION
  - EL DENOTES ELEVATION IN METRES
  - U/S DENOTES UNDERSIDE

X X DENOTES SEE SECTION X-X

MUNICIPAL ADDRESS  
No. XXX KHALSA GATE

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT:

- THIS SURVEY AND PLAN (COMPRISING SHEETS 1 TO \_\_\_\_\_ INCLUSIVE) ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

**PRELIMINARY**

J. EDUARDO LINHARES  
ONTARIO LAND SURVEYOR

MONUMENTATION HAS NOT BEEN COMPLETED AS OF \_\_\_\_\_

PLAN AVAILABLE AT [www.ProtectYourBoundaries.ca](http://www.ProtectYourBoundaries.ca)

FIELD	DRAWN	S.H.	CHECKED	EL.	JOB NO.	20-015
DWG NAME	20-015RPO1	PLOT INFO	15-07-02Nov2020	WORK ORDER NO.	32776	
1137 Centre Street Thornhill ON L4J 3M6 905.738.0053 F.905.738.9221 www.krcmar.ca						

**INTEGRATION DATA**  
SPECIFIED CONTROL POINTS

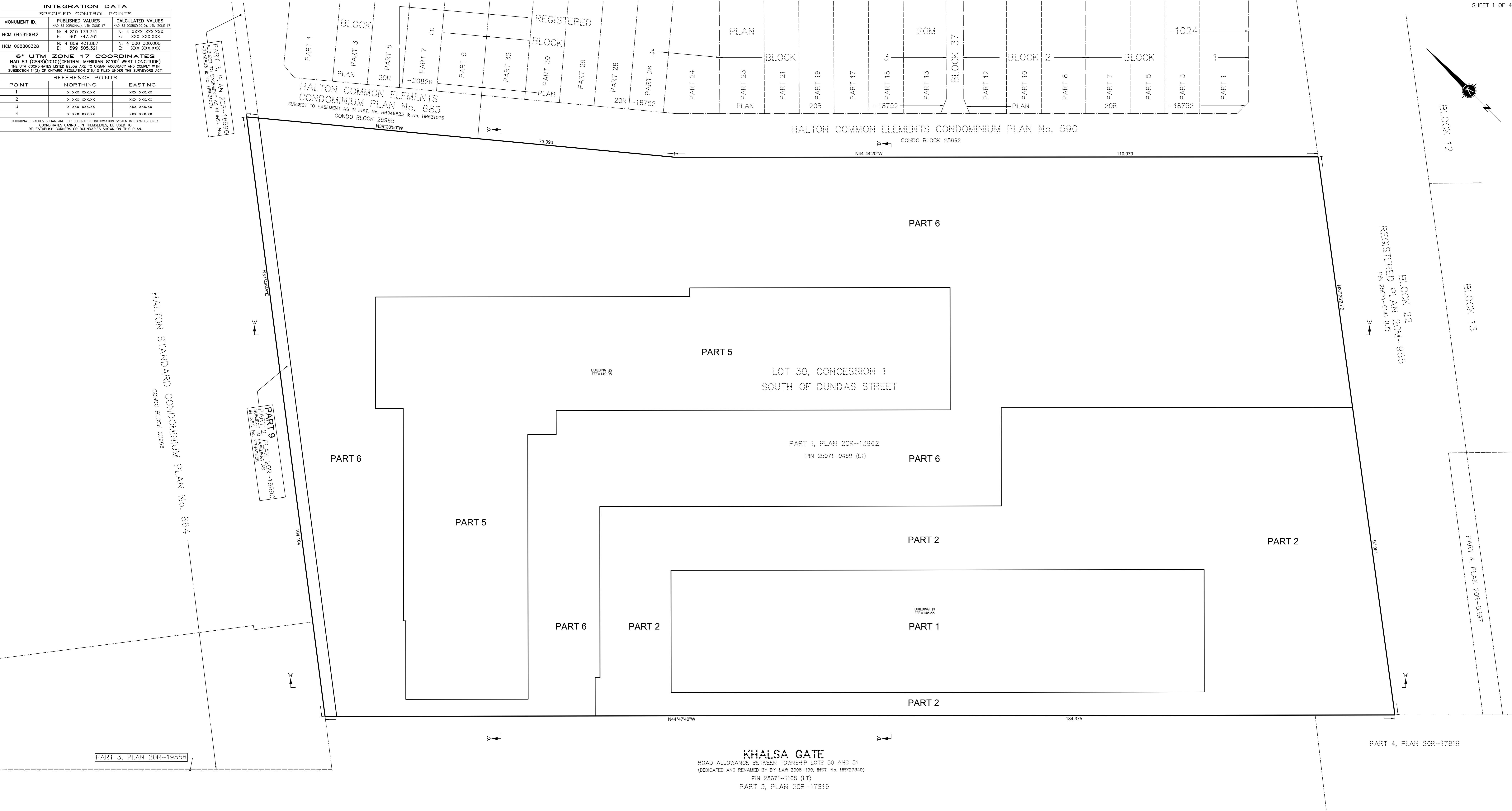
MONUMENT ID.	PUBLISHED VALUES	CALCULATED VALUES
	NAD 83 (ORIGINAL) UTM ZONE 17	NAD 83 (CSRS) UTM ZONE 17
HCM 045910042	N: 4 810 173.741 E: 6 01 747.761	N: 4 XXXX XXX.XXX E: XXX XXX.XXX
HCM 008800328	N: 4 809 431.887 E: 5 99 505.321	N: 4 000 000.000 E: XXX XXX.XXX

**6° UTM ZONE 17 COORDINATES**  
NAD 83 (CSRS)(2010)(CENTRAL MERIDIAN 81°00' WEST LONGITUDE)  
THE UTM COORDINATES LISTED BELOW ARE TO URBAN ACCURACY AND COMPLY WITH SUBSECTION 14(2) OF ONTARIO REGULATION 216/10 FILED UNDER THE SURVEYORS ACT.

**REFERENCE POINTS**

POINT	NORTHING	EASTING
1	X XXX XXX.XX	XXX XXX.XX
2	X XXX XXX.XX	XXX XXX.XX
3	X XXX XXX.XX	XXX XXX.XX
4	X XXX XXX.XX	XXX XXX.XX

COORDINATE VALUES SHOWN ARE FOR GEOGRAPHIC INFORMATION SYSTEM INTEGRATION ONLY. COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.



**KHALSA GATE**  
ROAD ALLOWANCE BETWEEN TOWNSHIP LOTS 30 AND 31  
(DEDICATED AND RENAMED BY BY-LAW 2008-190, INST. No. HR727340)  
PIN 25071-1165 (LT)  
PART 3, PLAN 20R-17819

DIAGRAM 1 - SHOWING CONFIGURATION OF PART LIMITS AT ELEVATION 150.50 METRES (Ground Floor)



REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 20R-

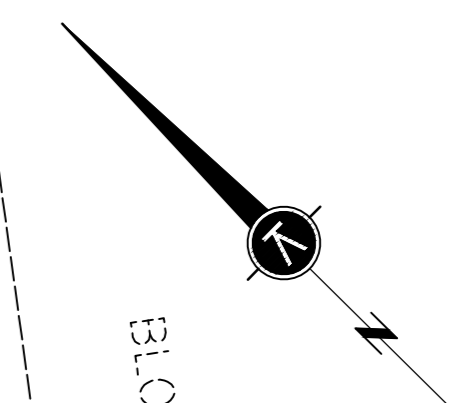
RECEIVED AND DEPOSITED

DATE \_\_\_\_\_, 2020 DATE \_\_\_\_\_, 2020

**PRELIMINARY**

J. EDUARDO LINHARES  
ONTARIO LAND SURVEYOR

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF HALTON (No.20)



STRATA PLAN OF SURVEY OF  
**PART OF LOT 30  
 CONCESSION 1  
 SOUTH OF DUNDAS STREET**  
 (GEOGRAPHIC TOWNSHIP OF TRAFALGAR)  
**TOWN OF OAKVILLE**  
 REGIONAL MUNICIPALITY OF HALTON

SCALE 1:250

0 5 10 15m

KRCMAR SURVEYORS LTD. 2020

METRIC: DISTANCES AND COORDINATES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**BEARING**  
 BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM THE TOWN OF OAKVILLE, HORIZONTAL CONTROL MONUMENTS No. 045910042 AND No. 008800328, AND ARE REFERRED TO THE 6° UTM COORDINATE SYSTEM, ZONE 17, CENTRAL MERIDIAN 81°00' WEST LONGITUDE. (NAD 83 ORIGINAL).

DISTANCES SHOWN HEREON ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9996699.

**ELEVATION**  
 ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE RELATED TO THE TOWN OF OAKVILLE, BENCHMARK No. 44, HAVING AN ELEVATION OF 130.998 METRES.

**NOTES**  
 ALL FOUND MONUMENTS ARE BY KRCMAR SURVEYORS LTD., O.L.S. UNLESS OTHERWISE NOTED.

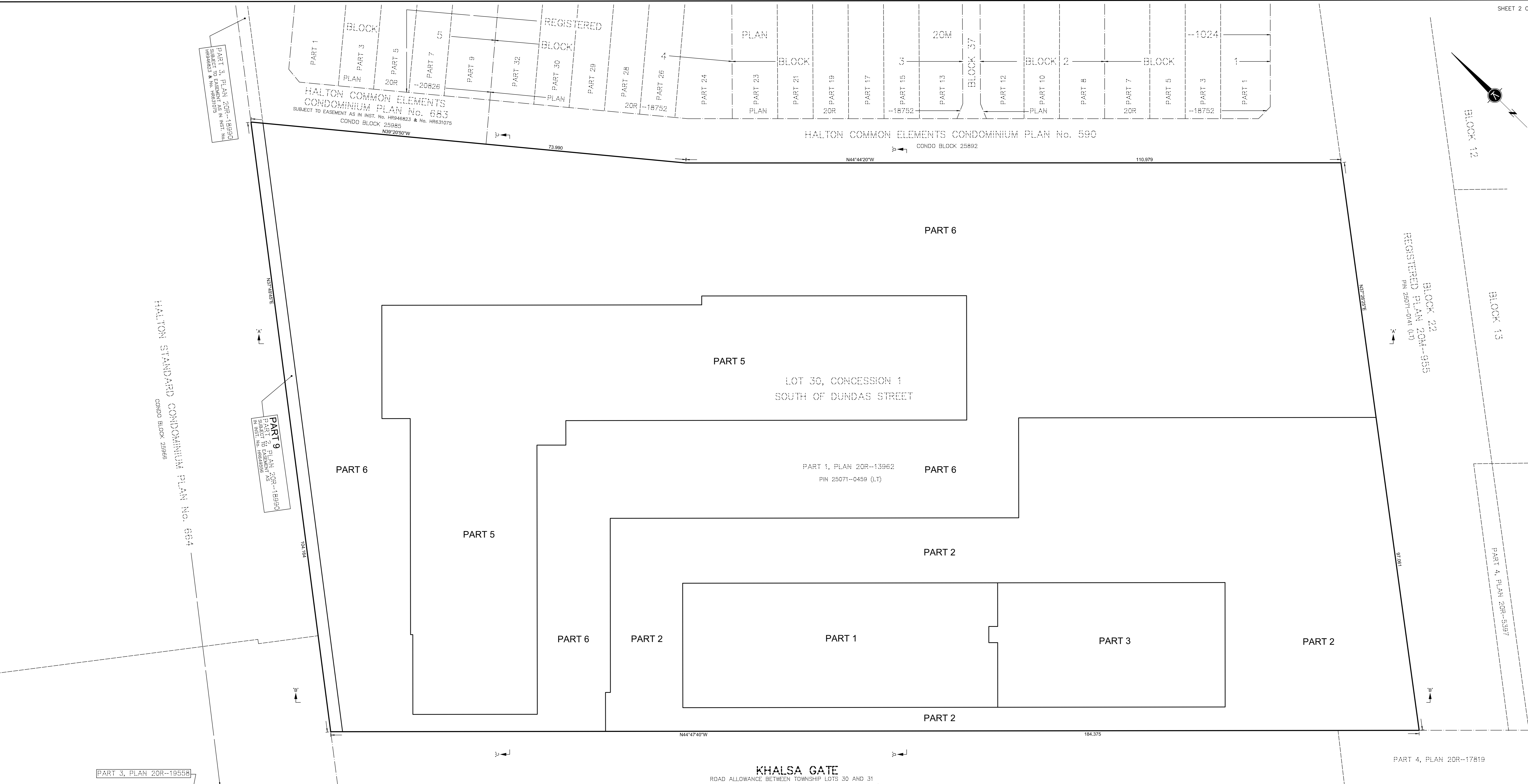
**LEGEND**

(NIL) DENOTES NO VERTICAL LIMITATIONS  
 (NIL) DENOTES NO UPPER LIMITATIONS  
 (NIL) DENOTES NO LOWER LIMITATIONS  
 UL DENOTES UPPER LIMITATION IN METRES  
 LL DENOTES LOWER LIMITATION IN METRES  
 CSP DENOTES CHANGE IN SLOPING PLANE  
 CVL DENOTES CHANGE IN VERTICAL LIMITATION  
 EL DENOTES ELEVATION IN METRES  
 U/S DENOTES UNDERSIDE

X X DENOTES SEE SECTION X-X

↑ DENOTES NO UPPER LIMITATIONS  
 ↓ DENOTES NO LOWER LIMITATIONS

⊙ DENOTES A VERTICAL PLANE CONTROLLED BY BEARING AND DISTANCE  
 ⊙ DENOTES A HORIZONTAL PLANE CONTROLLED BY GEODETIC ELEVATION  
 ⊙ DENOTES A SLOPING PLANE CONTROLLED BY GEODETIC ELEVATIONS



**KHALSA GATE**  
 ROAD ALLOWANCE BETWEEN TOWNSHIP LOTS 30 AND 31  
 (DEDICATED AND RENAMED BY BY-LAW 2008-190, INST. No. HR727340)  
 PIN 25071-1165 (LT)  
 PART 3, PLAN 20R-17819

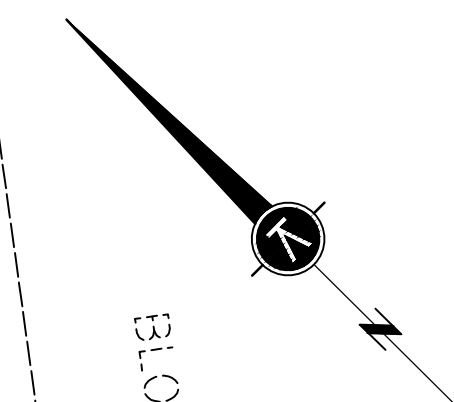
PLAN AVAILABLE AT [www.ProtectYourBoundaries.ca](http://www.ProtectYourBoundaries.ca)

FIELD:	DRAWN:	S.H.:	CHECKED:	EL:	JOB NO:	20-015
DWG NAME:	20-015RPP01	PLOT INFO:	15.07.02/Nov/2020	WORK ORDER NO:	32776	
1137 Centre Street Thornhill, ON L4J 3M6 905.738.0053 F 905.738.9221 www.krcmar.ca						

DIAGRAM 2 – SHOWING CONFIGURATION OF PART LIMITS AT ELEVATION 162.75 METRES (5th Floor)







STRATA PLAN OF SURVEY OF  
**PART OF LOT 30  
CONCESSION 1  
SOUTH OF DUNDAS STREET**  
(GEOGRAPHIC TOWNSHIP OF TRAFALGAR)  
**TOWN OF OAKVILLE**  
REGIONAL MUNICIPALITY OF HALTON

SCALE 1:250  
KRCMAR SURVEYORS LTD. 2020

METRIC: DISTANCES AND COORDINATES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**BEARING**  
BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM THE TOWN OF OAKVILLE HORIZONTAL CONTROL MONUMENTS No. 045910042 AND No. 008800328, AND ARE REFERRED TO THE 4° UTM COORDINATE SYSTEM, ZONE 17, CENTRAL MERIDIAN 81°00' WEST LONGITUDE, (NAD 83 ORIGINAL).

DISTANCES SHOWN HEREON ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9996699.

**ELEVATION**  
ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE RELATED TO THE TOWN OF OAKVILLE, BENCHMARK No. 44, HAVING AN ELEVATION OF 130.998 METRES.

**NOTES**  
ALL FOUND MONUMENTS ARE BY KRCMAR SURVEYORS LTD., O.L.S. UNLESS OTHERWISE NOTED.

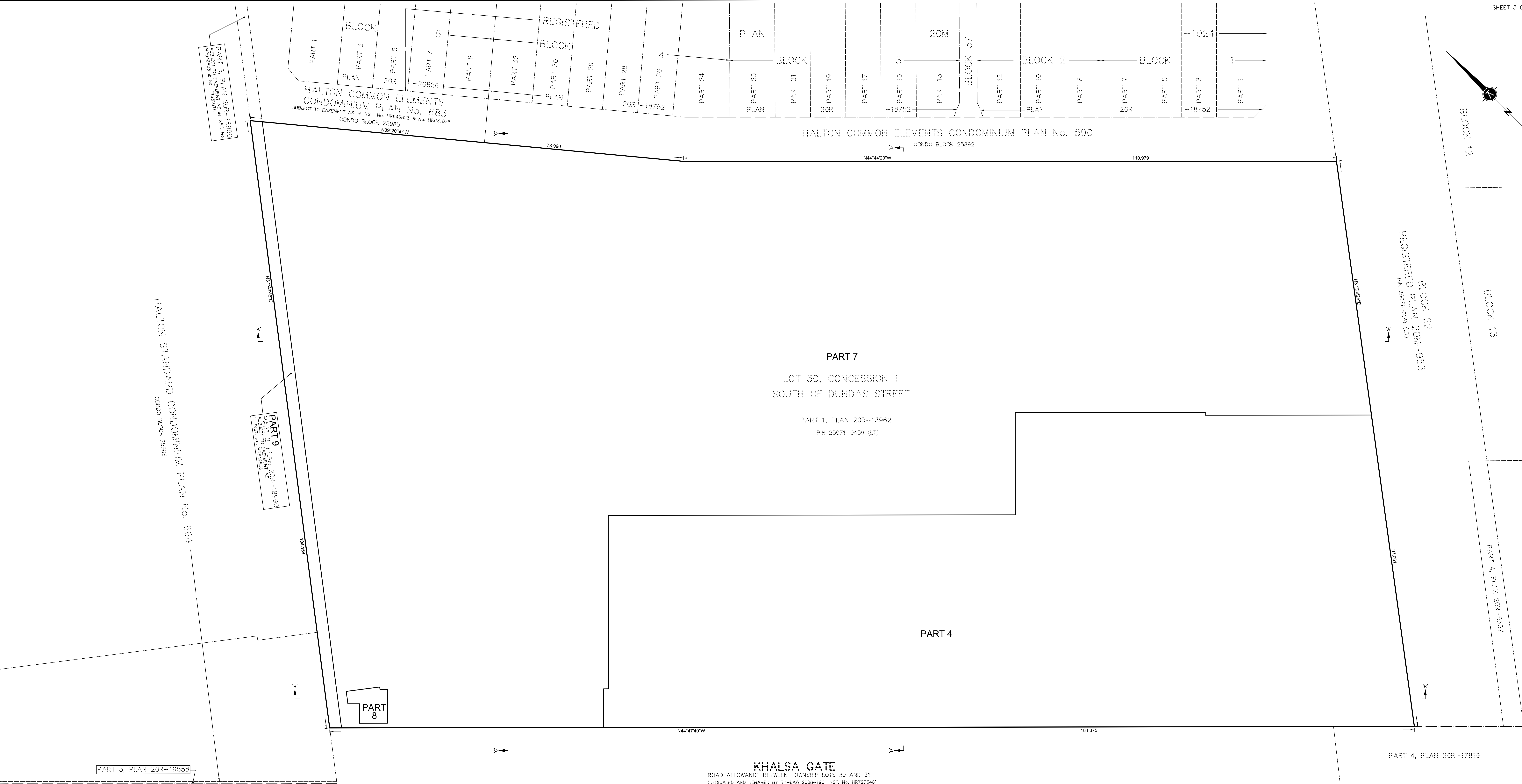
**LEGEND**

- (NIL) DENOTES NO VERTICAL LIMITATIONS
- (NIL) DENOTES NO UPPER LIMITATIONS
- (NIL) DENOTES NO LOWER LIMITATIONS
- UL DENOTES UPPER LIMITATION IN METRES
- LL DENOTES LOWER LIMITATION IN METRES
- CSP DENOTES CHANGE IN SLOPING PLANE
- CVE DENOTES CHANGE IN VERTICAL LIMITATION
- EL DENOTES ELEVATION IN METRES
- U/S DENOTES UNDERSIDE

X X DENOTES SEE SECTION X-X

↑ DENOTES NO UPPER LIMITATIONS  
↓ DENOTES NO LOWER LIMITATIONS

⊙ DENOTES A VERTICAL PLANE CONTROLLED BY BEARING AND DISTANCE  
⊙ DENOTES A HORIZONTAL PLANE CONTROLLED BY GEODETIC ELEVATION  
⊙ DENOTES A SLOPING PLANE CONTROLLED BY GEODETIC ELEVATIONS



**KHALSA GATE**  
ROAD ALLOWANCE BETWEEN TOWNSHIP LOTS 30 AND 31  
(DEDICATED AND RENAMED BY BY-LAW 2008-190, INST. No. HR727340)  
PIN 25071-1165 (LT)  
PART 3, PLAN 20R-17B19

PLAN AVAILABLE AT <a href="http://www.ProtectYourBoundaries.ca">www.ProtectYourBoundaries.ca</a>					
FIELD	DRAWN	S.H.	CHECKED	EL	JOB NO.
20-015					20-015
DWG NAME	20-015R01	LOT INFO	15-07-02/Nov/2020	WORK ORDER NO.	32776
1137 Centre Street, Thornhill, ON L4J 3M6   905.738.0053   905.738.9221   www.krcmar.ca					

DIAGRAM A – SHOWING CONFIGURATION OF PART LIMITS AT ELEVATION 147.50 METRES (Floor P1)





RECEIVED AND DEPOSITED

DATE \_\_\_\_\_, 2020

DATE \_\_\_\_\_, 2020

**PRELIMINARY**

J. EDUARDO LINHARES  
ONTARIO LAND SURVEYOR

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF HALTON (No. 20)

STRATA PLAN OF SURVEY OF  
**PART OF LOT 30  
CONCESSION 1  
SOUTH OF DUNDAS STREET**  
(GEOGRAPHIC TOWNSHIP OF TRAFALGAR)  
**TOWN OF OAKVILLE**  
REGIONAL MUNICIPALITY OF HALTON



METRIC: DISTANCES AND COORDINATES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**BEARING**  
BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM THE TOWN OF OAKVILLE, HORIZONTAL CONTROL MONUMENTS No. 045910042 AND No. 088800328, AND ARE REFERRED TO THE 87 UTM COORDINATE SYSTEM, ZONE 17, CENTRAL MERIDIAN 8100° WEST LONGITUDE. (NAD 83 ORIGINAL).

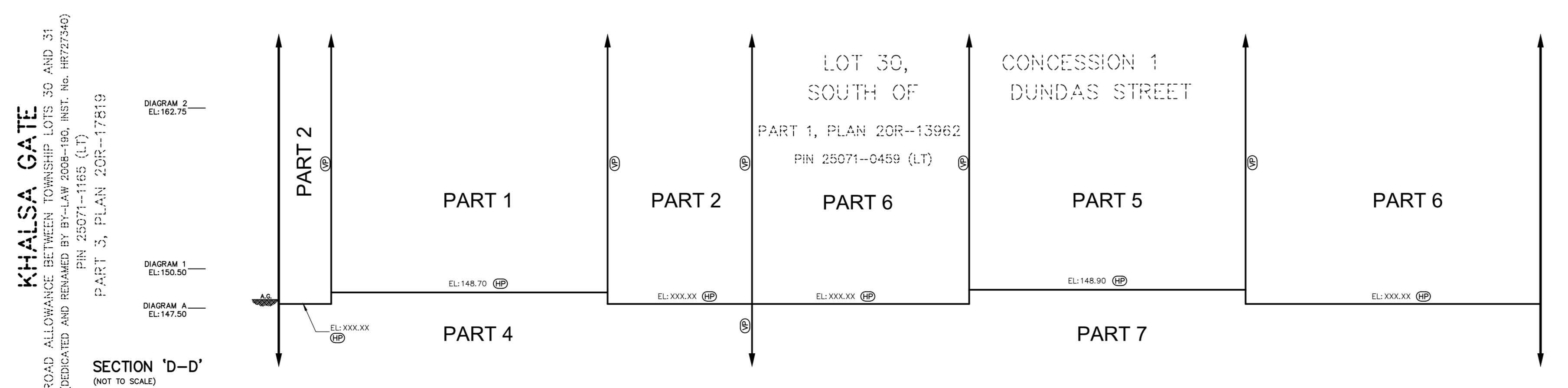
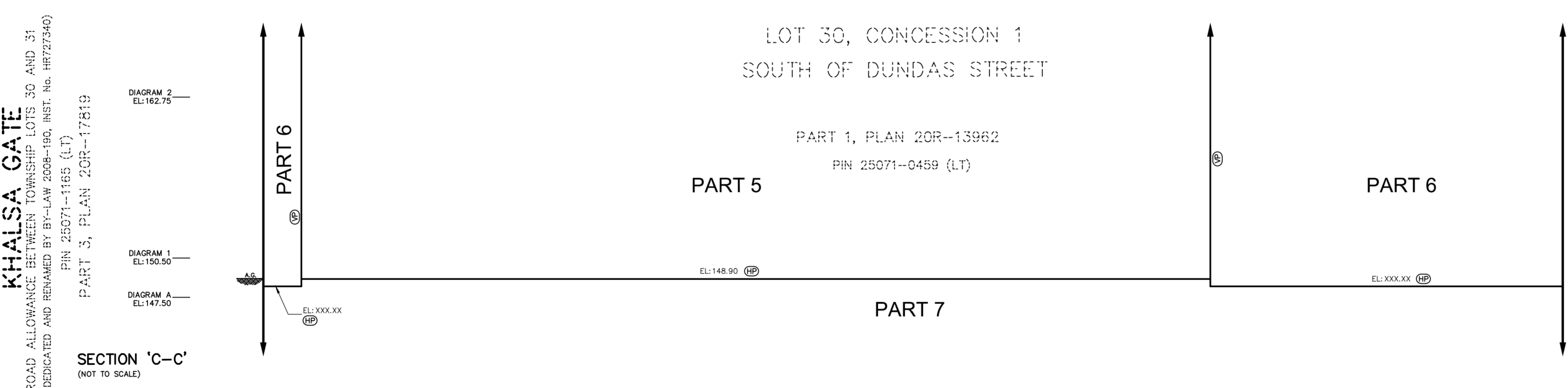
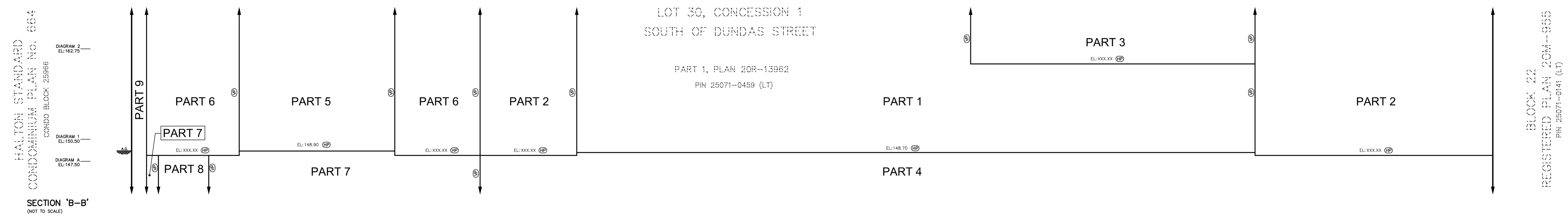
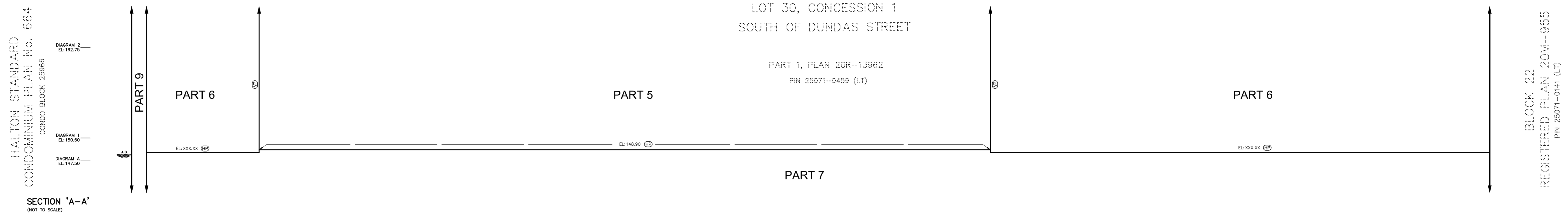
DISTANCES SHOWN HEREON ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9996699.

**ELEVATION**  
ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE RELATED TO THE TOWN OF OAKVILLE, BENCHMARK No. 44, HAVING AN ELEVATION OF 130.998 METRES.

**NOTES**  
ALL FOUND MONUMENTS ARE BY KRCMAR SURVEYORS LTD., O.L.S. UNLESS OTHERWISE NOTED.

- LEGEND**
- (NVL) DENOTES NO VERTICAL LIMITATIONS
  - (NL) DENOTES NO UPPER LIMITATIONS
  - (NL) DENOTES NO LOWER LIMITATIONS
  - UL- DENOTES UPPER LIMITATION IN METRES
  - LL- DENOTES LOWER LIMITATION IN METRES
  - CSP DENOTES CHANGE IN SLOPING PLANE
  - CVL DENOTES CHANGE IN VERTICAL LIMITATION
  - EL- DENOTES ELEVATION IN METRES
  - U/S DENOTES UNDERSIDE

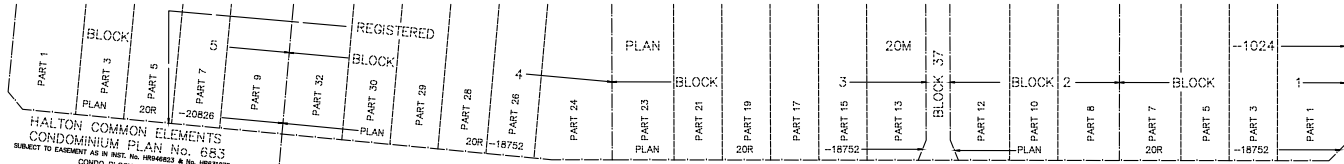
- X-X DENOTES SEE SECTION X-X
- ↑ DENOTES NO UPPER LIMITATIONS
- ↓ DENOTES NO LOWER LIMITATIONS
- ⊙ DENOTES A VERTICAL PLANE CONTROLLED BY BEARING AND DISTANCE
- ⊙ DENOTES A HORIZONTAL PLANE CONTROLLED BY GEODETIC ELEVATION
- ⊙ DENOTES A SLOPING PLANE CONTROLLED BY GEODETIC ELEVATIONS



PLAN AVAILABLE AT <a href="http://www.ProtectYourBoundaries.ca">www.ProtectYourBoundaries.ca</a>					
FIELD:	DRAWN:	S.H.:	CHECKED:	E.L.:	JOB NO. 20-015
DWG NAME: 20-015RPT1	PLOT INFO: 15.07.02/Nov/2020	WORK ORDER NO. 32776			
1137 Centre Street Thornhill ON L4J 3M6 905.738.0053 F 905.738.9221 www.krcmar.ca					



ALTERNATIVE TO ALL EXISTING PLANS AND PARTS THEREOF TO BE USED IN THIS PROJECT



HALTON COMMON ELEMENTS CONDOMINIUM PLAN No. 663  
SUBJECT TO EASEMENT AS IN REG. NO. H1946633 & No. H195074  
CONDO BLOCK 25965

HALTON COMMON ELEMENTS CONDOMINIUM PLAN No. 590  
CONDO BLOCK 25892

BLOCK 22  
REGISTERED PLAN 204-955  
PIN 25071-0459 (LT)

BLOCK 12

BLOCK 13

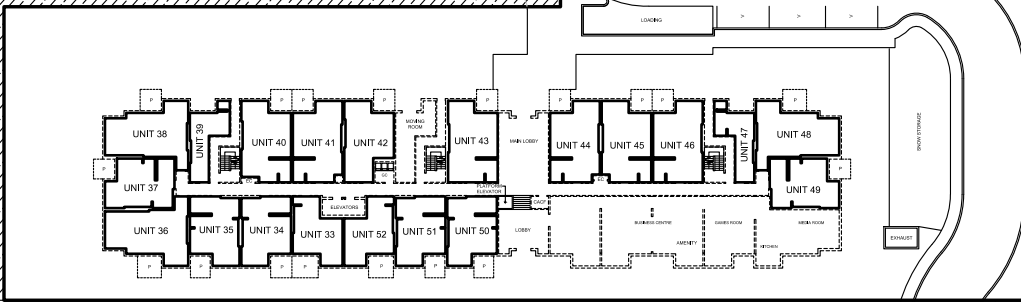
PART 4, PLAN 20R-17819

PART 3, PLAN 20R-19559

HALTON STANDARD CONDOMINIUM PLAN No. 654  
CONDO BLOCK 25888

PART 28, PLAN 20R-17819  
SUBJECT TO EASEMENT AS IN REG. NO. H1946633 & No. H195074

NOT PART OF THIS PLAN (INITIAL PHASE)



**KHALSA GATE**  
ROAD ALLOWANCE BETWEEN TOWNSHIP LOTS 30 AND 31  
(DEDICATED AND REMAINT BY BY-LAW 2008-180, REG. NO. H1972340)  
PIN 25071-1185 (LT)  
PART 3, PLAN 20R-17819

**NOTE:**  
THIS PROJECT IS A PHASED CONDOMINIUM UNDER SECTION 145 (PART II) OF THE CONDOMINIUM ACT 1998.  
THE CONDOMINIUM IS TO BE COMPRISED INITIALLY OF UNITS 1 TO 32 INCLUSIVE ON LEVEL 1, UNITS 1 TO 40 INCLUSIVE ON LEVEL 2, UNITS 1 TO 42 INCLUSIVE ON LEVELS 3 TO 8 INCLUSIVE.  
IN ADDITION THERE WILL BE PARKING AND LOCKER UNITS ON VARIOUS LEVELS, PREDOMINATELY LEVELS 1, A & B.  
THE CONDOMINIUM WILL THEN BE AMENDED TO INCLUDE UNITS 33 TO 52 INCLUSIVE, ON LEVEL 1, UNITS 41 TO 66 INCLUSIVE, ON LEVEL 2, UNITS 43 TO 70 INCLUSIVE ON LEVELS 3 AND 4, UNITS 43 TO 55 INCLUSIVE ON LEVEL 5, UNITS 43 TO 58 INCLUSIVE ON LEVELS 6, 7 AND 8.  
IN ADDITION THERE WILL BE PARKING AND LOCKER UNITS ON VARIOUS LEVELS, PREDOMINATELY LEVELS 1, A & B.

**INDEX OF PARTS**

PART	SHEET(S)	DESCRIPTION
1	7	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ILLUSTRATION OF THE SERVICENT INTERESTS AND DESIGNATION OF THE UNITS ON LEVELS A, B AND 1 TO 8 INCLUSIVE.
2	-	PLAN OF SURVEY OF THE EXCLUSIVE USE PORTIONS OF THE CONDOMINIUM ON LEVEL
3	-	ARCHITECTURAL PLANS
4	-	STRUCTURAL PLANS

PART 1 OF 4 PARTS  
SHEET 1 OF 7 SHEETS

**HALTON STANDARD CONDOMINIUM PLAN No.**

**LEVEL 1  
UNITS 33 TO 52 INCLUSIVE**  
REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF HALTON (NO. 20)  
AT \_\_\_\_\_ O'CLOCK ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020  
REPRESENTATIVE FOR LAND REGISTRAR:

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYORS ACT, THE SURVEYORS AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
2. THE SURVEY WAS COMPLETED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.  
DATE: \_\_\_\_\_  
EDUARDO LINHAES  
CHIEF LAND SURVEYOR

DECLARATION REGISTERED AS NUMBER \_\_\_\_\_

THIS PLAN COMPRISES ALL OF PIN \_\_\_\_\_ (LT)

**SCHEDULE OF APPURTENANT AND SERVICENT INTERESTS**  
(PURSUANT TO CLAUSES 2 (1) (b) AND (1) OF THE CONDOMINIUM ACT 1998)

SUBJECT TO (SERVICENT INTEREST)	PART	PLAN	DESCRIBED IN	NOTES
TOGETHER WITH (APPURTENANT INTERESTS)				

**PLAN OF SURVEY OF  
PART OF LOT 30  
CONCESSION 1  
SOUTH OF DUNDAS STREET**  
(GEOGRAPHIC TOWNSHIP OF TRAFALGAR)  
**TOWN OF OAKVILLE**  
REGIONAL MUNICIPALITY OF HALTON

**LEGEND**  
DENOTES CONDOMINIUM PROPERTY BOUNDARIES  
DENOTES BOUNDARIES OF UNITS AND THE COMMON ELEMENTS  
UP DENOTES STAIRS UP  
DN DENOTES STAIRS DOWN  
P DENOTES PATIO  
CACF DENOTES CENTRAL ALARMS CONTROL FACILITY  
V DENOTES VISITOR PARKING  
GC DENOTES GARBAGE CHUTE  
EC DENOTES ELECTRICAL CLOSET

**UNIT BOUNDARY DEFINITIONS**  
MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, THE FLOORS, CEILINGS AND CONDOMINIUM BOUNDARIES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 'C' OF THE DECLARATION.  
AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS.

**CERTIFICATE OF DECLARANT**  
THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH OUR INSTRUCTIONS.  
DECLARANT: NAME \_\_\_\_\_  
DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

NAME \_\_\_\_\_  
I HAVE AUTHORITY TO SIGN THE CORPORATION

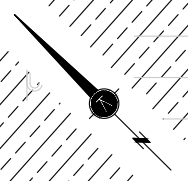
**Building # 1**  
**SITE PLAN - LEVEL 1**  
**UNITS 33 TO 52 INCLUSIVE (RESIDENTIAL)**

PARTS 1 AND 2 APPROVED AND PARTS 3 AND 4 EXEMPTED UNDER SECTION 9 OF THE CONDOMINIUM ACT, S.O. 1998, c. 15, AND SECTION 51 OF THE PLANNING ACT, R.S.O. 1990, c.P.13, AS AMENDED.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020  
DIRECTOR OF PLANNING  
TOWN OF OAKVILLE

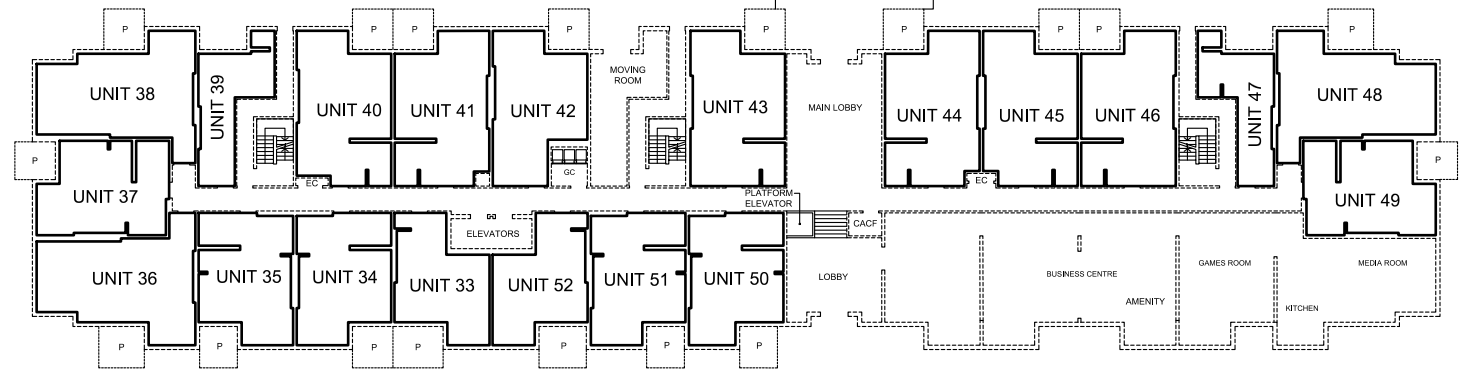
PLAN AVAILABLE AT [www.ProtectYourBoundaries.ca](http://www.ProtectYourBoundaries.ca)

FIELD	NA	DRWN	MZ	CHECKED	SS	JOB NO.	20-015
DWG NAME	20-015D502A - PLAN NO. 08-01-2502000 - WORK ORDER NO. 3357						
1137 Green Street, Thornhill, ON L4J 9M6   905.748.0253   905.748.9221   www.rkmtr.ca							

**KRCMTR**



NOT PART OF THIS PLAN (INITIAL PHASE)

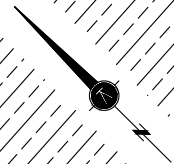


# KHALSA GATE

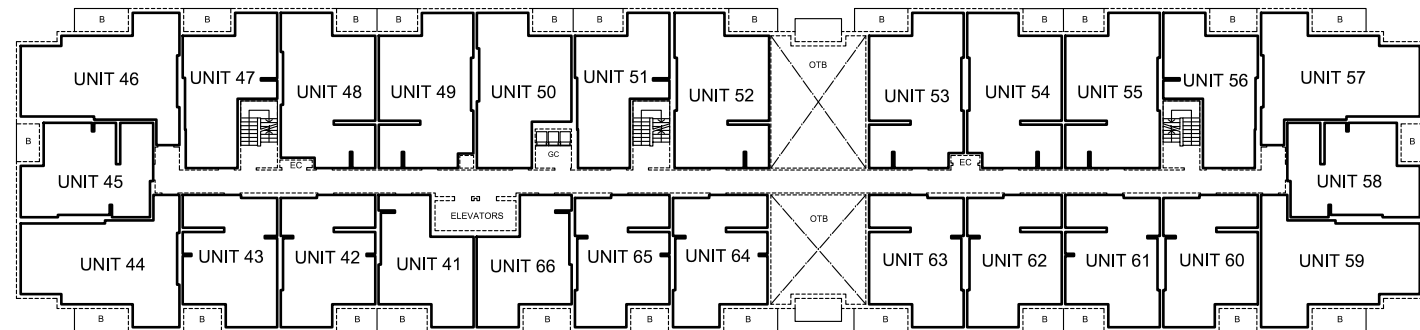
LEVEL 1 ENLARGEMENT  
UNITS 33 TO 52 INCLUSIVE (RESIDENTIAL)

- LEGEND**
- UP DENOTES STAIRS UP
  - DN DENOTES STAIRS DOWN
  - P DENOTES PATIO
  - CACF DENOTES CENTRAL ALARM CONTROL FACILITY
  - V DENOTES VISITOR PARKING
  - GC DENOTES GARBAGE CHUTE
  - EC DENOTES ELECTRICAL CLOSET

**KRCMTR**  
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NOT PART OF THIS PLAN (INITIAL PHASE)



# KHALSA GATE

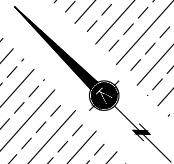
LEVEL 2

UNITS 41 TO 66 INCLUSIVE (RESIDENTIAL)

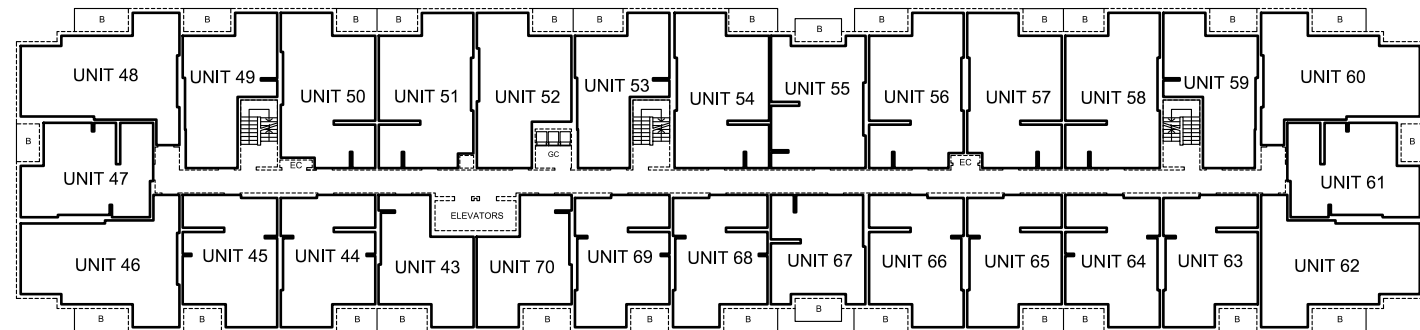
**LEGEND**

- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- OTB DENOTES OPEN TO BELOW
- B DENOTES BALCONY
- GC DENOTES GARBAGE CHUTE
- EC DENOTES ELECTRICAL CLOSET

**KRCMTR**  
www.krcmar.ca



NOT PART OF THIS PLAN (INITIAL PHASE)



# KHALSA GATE

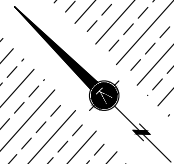
LEVELS 3 AND 4

UNITS 43 TO 70 INCLUSIVE (RESIDENTIAL)

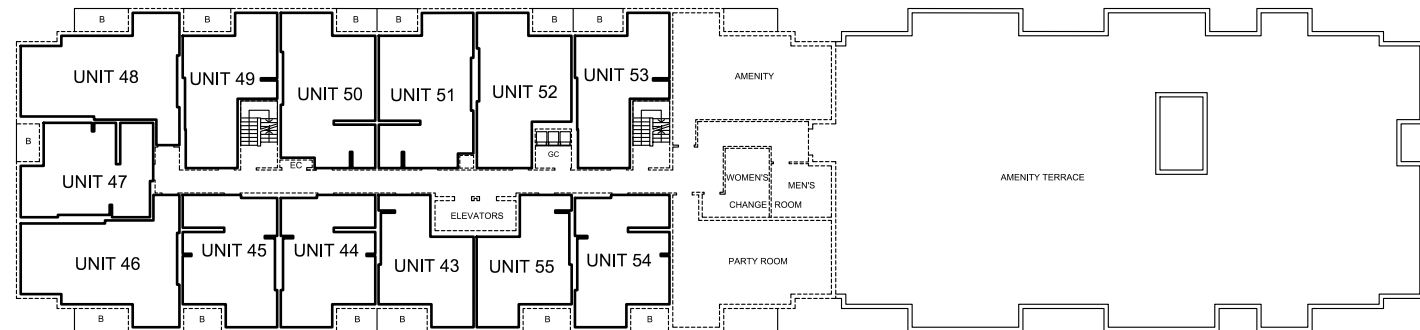
### LEGEND

- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- B DENOTES BALCONY
- GC DENOTES GARBAGE CHUTE
- EC DENOTES ELECTRICAL CLOSET

**KRCMTR**  
www.krcmar.ca



NOT PART OF THIS PLAN (INITIAL PHASE)



# KHALSA GATE

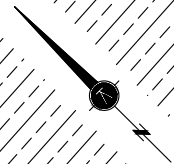
LEVEL 5

UNITS 43 TO 55 INCLUSIVE (RESIDENTIAL)

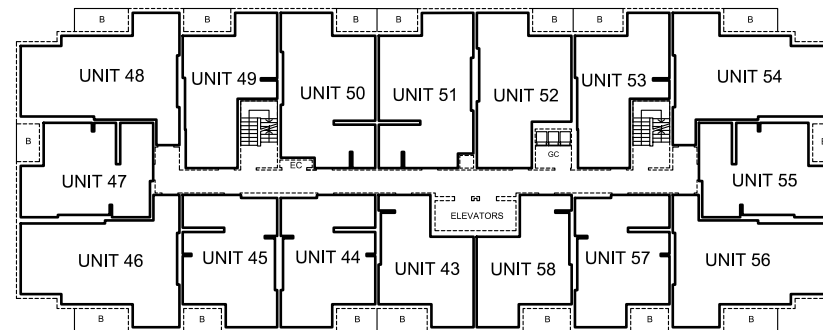
**LEGEND**

- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- B DENOTES BALCONY
- GC DENOTES GARBAGE CHUTE
- EC DENOTES ELECTRICAL CLOSET

**KRCMTR**  
www.krcmar.ca



NOT PART OF THIS PLAN (INITIAL PHASE)



# KHALSA GATE

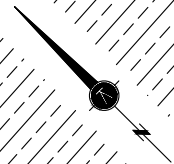
LEVELS 6 AND 7

UNITS 43 TO 58 INCLUSIVE (RESIDENTIAL)

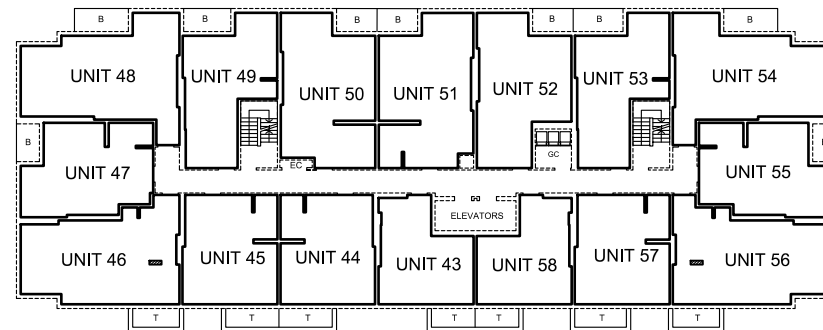
### LEGEND

- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- B DENOTES BALCONY
- GC DENOTES GARBAGE CHUTE
- EC DENOTES ELECTRICAL CLOSET

**KRCMTR**  
www.krcmar.ca



NOT PART OF THIS PLAN (INITIAL PHASE)




# KHALSA GATE

LEVEL 8

UNITS 43 TO 58 INCLUSIVE (RESIDENTIAL)

### LEGEND

- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- B DENOTES BALCONY
- T DENOTES TERRACE
- GC DENOTES GARBAGE CHUTE
- EC DENOTES ELECTRICAL CLOSET
-  DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

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