

# **CREEKSIDE TRAILS**

## **800 MYERS ROAD**

PROPOSED WATERLOO STANDARD PHASED CONDOMINIUM PLAN

This disclosure statement is made on June 3<sup>rd</sup>, 2022.

The Declarant is Will-O Homes (C.S.) Inc.

The Declarant's address is 55 Reinhart PL, PO Box 187, Petersburg, Ontario N0B 2H0.

The municipal address will be 800 Myers Road, Cambridge, Ontario.

Any terms here that are capitalized are defined in the declaration that accompanies this disclosure statement.

### **Article 1 – 800 Myers Road**

1. The proposed condominium plan is located at 800 Myers Road in the City of Cambridge, Regional Municipality of Waterloo and is sometimes referred to in this disclosure statement as "800 Myers Road". The municipal address of 800 Myers Road upon completion will remain 800 Myers Road. The legal description of the property is, firstly, part of Part Lot 4 Concession 10 as in WS561914, and, secondly, part of Part Lot 4 Concession 10 designated as Parts 1 to 3 on 67R1612, Township of North Dumfries, Regional Municipality of Waterloo.
2. In this statement, your Residential Unit or Unit is sometimes called your "Home" and is sometimes called a "Homesite."
3. The sixteen (16) Residential Units in the initial registration of 800 Myers Road will be comprised of four (4) blocks of four townhomes fronting on an internal roadway. All townhome blocks consist of two upper Residential Units containing three bedrooms, and two lower Residential Units containing one bedroom. Included in the initial registration will be the portion of the internal roadway fronting the included blocks of townhomes together with the visitor parking spaces. There will be one amendment phase which will add an additional twenty (20) Residential Units as well as the balance of the internal roadway and the remaining common elements. In all, there are thirty-six (36) Residential Units planned for 800 Myers Road.
4. Common interest and common expenses allocations shall be equal between the Residential Units within the proposed condominium plan. Accordingly, after the initial registration of sixteen (16) Residential Units and prior to the amendment phase, each Residential Unit forming part of the initial registration shall bear 6.23 percent of the common expenses. Following registration of the amendment phase, each of the thirty-six (36) Residential Units within the proposed condominium plan will bear 2.77 or 2.78 percent of the common expenses.

### **Article 2 - Phasing of the Condominium Corporation and types and use of Units**

1. It is the intention of the Declarant to proceed with 800 Myers Road as a standard freehold condominium corporation (hereinafter referred to as the "Corporation"), which is phased pursuant to Part XI of the *Condominium Act, 1998* (the "Act").
2. A phased condominium is simply expanded as each new phase is completed and registered as part of the already existing condominium plan. There is only one condominium that just gets bigger as a new phase is added to it.
3. To create the initial condominium, the Declarant will register the declaration in the form as included with this disclosure statement. The subsequent phase will be added by way of amendment to the declaration and description for the initial registration.
4. The Declarant intends to have an initial registration of sixteen (16) Residential Units and one (1) additional phase comprising twenty (20) Residential Units. The Declarant reserves the right, however, in its sole discretion to proceed with a single registration of all thirty-six (36) Residential Units or, alternatively, to complete more than a single amendment phase.
5. The Declarant is not required to create a phase after the registration of the declaration. No amendments to the declaration and description creating a phase may be registered more than ten (10) years after the registration of the declaration and description that created the Corporation.
6. It is expected that the initial registration will occur early in 2023. It is expected that the amendments to the declaration and description required for creating the subsequent phase will be registered within one year after the initial registration.
7. The foregoing is an estimate only and is included only because legislation requires the statement to be made. There really is no way of accurately estimating when registration of an amendment adding Homes will occur. Market conditions will determine the number of homes in a phase as well as the timing of the registration of each amendment to the declaration and description, which is required to incorporate each subsequent phase

in the proposed condominium plan.

8. The initial registration of the condominium will include a portion of the internal roadway and visitor parking areas. The lands to be included in the amendment phase will have access through the proposed condominium plan to and from Myers Road. As well, cross easements will be created between the initial registration and subsequent phase lands, if necessary, to accommodate Common Services (as that term is defined in the proposed declaration) and for ingress and egress to and from the condominium plan to ensure all occupants of the proposed condominium plan have access to Branchton Road.
9. After registration of the amendment phase, all the owners will share the use of the internal roadway and the Common Services that run within the roadway or otherwise within the condominium plan.
10. There are no representations with respect to the quality of materials or appearance of buildings other than those specifically set out as representations in this disclosure statement.

### **Article 3 - Unit boundaries, maintenance and repair, snow removal, grass cutting and landscaping**

1. Subject to as set out in this disclosure statement, each owner of a Home ("Unit Owner" or "Owner") is responsible for the costs of all maintenance, repair (including repair or replacement after wear and tear and/or damage) and eventual replacement of all components of such Owner's Home within the unit boundaries and all improvements to such Home without contribution from the Corporation.
2. The Residential Unit boundaries include the exterior building components. Without limiting the generality of the foregoing, the exterior building components include all components of the roofs from and including the sub roof to and including the roof coverings, all eaves troughs, down spouts and related components, all exterior doors and windows, and all brick, siding, and foundational components of the Home.
3. The unit boundaries of the three-bedroom upper Residential Units will include a portion of the rear yard area directly behind such Residential Units.
4. Subject to the other provisions of the declaration, the Corporation is responsible to maintain and repair (including repair or replacement after wear and tear and/or damage) the common elements.
5. All laneways, walkways, sidewalks, and parking areas of the proposed condominium plan are to be kept in a relatively snow free condition at all times in keeping with the season and weather conditions.
6. The Corporation is responsible for:
  - a. the removal of ice and snow from common element areas except for the portion of the common elements sidewalk directly in front of the Residential Units;
  - b. the cutting of grass and the performance of any and all landscaping, weeding and required maintenance of the landscaped areas of the common elements; and
  - c. the cutting of grass and the performance of any and all landscaping, weeding and required maintenance of the landscaped areas within the boundaries of each Residential Unit.
7. Each Unit Owner is responsible for the removal of ice and snow from any common elements directly in front of such Owner's Unit entranceway.
8. The obligation of the Corporation to remove ice and snow and to cut grass and perform landscaping, weeding and required maintenance is subject to the proviso that the common element areas and relevant portions of the Residential Units are accessible and not encumbered so as to impede convenient access. If a portion of the common elements or Unit is obstructed by a vehicle or otherwise at the time of attempted snow and/or ice removal or grass cutting, if the obstruction is the responsibility of a Unit Occupant or is with respect to a motor vehicle, then the Unit Owner of the Unit in which such Unit Occupant or in which the vehicle's driver is a Unit Occupant is responsible for the cost of the snow and/or ice removal or grass cutting prevented by such obstruction and for any costs or liabilities incurred by the Corporation on account of the Corporation's inability to complete maintenance at that time and having to complete the same at another time. Such costs shall be deemed to be common expenses owed by the Unit Owner of the Residential Unit in question.
9. Each Unit Owner shall perform and effect such repair, maintenance and replacement as is required by the Board with respect to such Unit Owner's Residential Unit in order to maintain the good appearance of the building and grounds. The Board has authority and power to effect any of the foregoing if not done within the time frame requested by the Board with the expense of any of the foregoing that are not done within such time, and which are done by or on behalf of the Board, to be paid by the respective Unit Owner with such expense being deemed to be a common expense and an item of repair for which the Unit Owner in question is solely responsible.

10. The Corporation, through the Board, is empowered with the authority to perform the maintenance, repair and replacement of all exterior components and any interior party walls of each Unit Owner's Unit on behalf of and paid for by such Unit's Owner. At the option of the Board, such repair, maintenance and replacement may be performed by the Unit Owner as directed by the Board and in strict compliance with the requirements of the Board, which requirements may dictate the person, contract or company who is to effect such maintenance, repair and replacement. Where such repair, maintenance and replacement is performed to the benefit of more than one Residential Unit either by the Corporation or the Owners of such Units as directed by the Board, the Board has the further right to determine the amount owing by each Unit Owner for such repair, maintenance and replacement. Any amounts that are payable by any Unit Owner on account of the provisions of this paragraph shall be common expenses owing by such Unit Owner to the Corporation.
11. No person shall do anything or make any change with respect to any part of the roof or roof structure, or to a load bearing wall or any other load bearing component within a Unit without:
- a. the submission to the Board of an engineer's certificate addressed to the Corporation confirming that the proposed action will not reduce the load bearing capacity of the said roof, roof structure, wall or such other load bearing component; and
  - b. obtaining the prior written consent of the Board to the proposed action which consent may be granted only upon such conditions as the Board may in its sole discretion impose or may be refused.

This paragraph does not apply to any Unit owned by the Declarant.

12. Nothing may be stored in or on any part of the common elements or any outside area of a Unit except in accordance with declaration, bylaws and rules of the Corporation. Seasonal furniture may be located in the exclusive use rear yard area of a Unit but must be taken inside the building within the Unit in the off-season as determined by and required by the Board in the discretion of the Board. Only one barbeque that is in good operating condition and with neat and clean appearance may be kept in the exclusive use rear yard of a Unit throughout the year. Without limitation, no barbeque is permitted in any other area of this proposed condominium plan other than in a rear yard of a Unit or as may be permitted in writing by the Board from time to time.
13. Each Owner of a Unit must keep the exterior portions of his or her Unit in a neat and tidy condition as required by the Board. Anything that is permitted to be placed, planted or constructed within or on the common elements must be kept in good condition by the Unit Owner, unchanged in appearance except as permitted in writing by the Board and the Declarant (while it owns any lands or Unit within the Land), failing which the Board or the Declarant (while it owns any lands or Unit within the Land) may either effect repairs as are necessary to ensure compliance with the foregoing or remove same from the Land at the cost of the Unit Owner.
14. If the asphalt or other hard surface area of any common element area is damaged or in need of maintenance or repair because of the act or omission of any Unit Occupant, the Unit Owner of the Unit in which the Unit Occupant resides or has visited shall pay the costs of the maintenance or repair in question with such expense being deemed to be a common expense and an item of repair for which the Unit owner is solely responsible.
15. Nothing, including without limiting the generality of the foregoing, maintenance, addition, signage, alteration, repair, renovation, improvement, painting or staining or any other thing that affects the appearance of any part of any Unit or common elements that can be seen from any abutting street or from any other Unit in the proposed condominium plan and/or from the common elements of the proposed condominium plan is permitted, except with the prior written consent of the Board which consent may be withheld and, if given, revoked.
16. All Units and common elements shall at all times be maintained by the party responsible for such maintenance in such manner as to comply with any applicable site plan, landscape plan or tree management plan approved by the City of Cambridge, and/or Regional Municipality of Waterloo.
17. The Declarant is entitled to complete all buildings and all improvements to the Land, enter onto the common elements and Units to complete the condominium, display signage on the common elements, maintain Units as models for display and sale purposes, to have potential purchasers and tenants visit any Units owned by the Declarant (including viewing the common elements and passing across same), and otherwise maintain construction offices, displays and signs on the common elements and in the Units owned by the Declarant, until all Units in the proposed condominium plan have been sold and conveyed by the Declarant and until the Declarant has completed all of its work with respect to the proposed condominium plan.
18. The Declarant can designate and sign from time to time and exclusively use from time to time up to six common element parking spaces in various locations for sales customer use, construction vehicles and activity or otherwise as it chooses until all Units in the proposed condominium plan (including all its proposed phases)

have been sold by the Declarant. With respect to such facilities and use, the Declarant, subject to the right to use the same as set out above, must otherwise comply with the proposed declaration, all enforceable rules and by-laws and the Act and act reasonably. In addition and despite the foregoing, reasonable use of exterior lighting by the Declarant will not be considered a nuisance to other owners nor will any sales flags, pennants or banners of any nature or kind put in place by the Declarant be considered a nuisance and the same are permitted until such time as all of the Units within the proposed condominium plan and its proposed future phases have been sold by the Declarant. The Declarant is obligated to pay the common expenses attributed to any Unit that it owns despite the fact it may be using such Unit in accordance with the provisions of this paragraph.

#### Article 4 - Warranty

1. The property is subject to the Ontario New Home Warranties Plan Act. The Declarant has enrolled the units and common elements in the Plan within the meaning of that Act in accordance with the regulations made under that legislation.
2. The Declarant is providing the Ontario New Home Warranties Plan Act warranty on units that have not been occupied by tenants. Consequently, no other warranties are provided.
3. This warranty provides:
  - a. that the Unit,
    - i. is constructed in a workmanlike manner and is free from defects in material,
    - ii. is fit for habitation, and
    - iii. is constructed in accordance with the Ontario Building Code;
  - b. that the Unit is free of major structural defects as defined by the regulations to the Ontario New Home Warranties Plan Act;
  - c. there will be no water penetration through the basement or foundation of the Unit for two years after the date upon which the Unit is completed for possession;
  - d. that the Unit is constructed in a workmanlike manner and is free from defects in materials including window, doors and caulking such that the building envelope of the Unit prevents water penetration;
  - e. that the electrical, plumbing and heating delivery and distribution systems are free from defects in material and workmanship;
  - f. that all exterior cladding of the Unit is free from defects in material and workmanship resulting in detachment, displacement or physical deterioration; and
  - g. that the Unit is free from violations of the Ontario Building Code regulations under which the Building Permit was issued, affecting health and safety, including but not limited to fire safety, insulation, air and vapour barriers, ventilation, heating and structural adequacy.
4. The Ontario New Home Warranties Plan Act warranty excludes:
  - a. defects in materials, design and workmanship supplied by the Unit Owner;
  - b. secondary damage caused by defects, such as property damage and personal injury;
  - c. normal wear and tear;
  - d. normal shrinkage of materials caused by drying after construction;
  - e. damage caused by dampness or condensation due to failure by the Unit Owner to maintain adequate ventilation;
  - f. damage resulting from improper maintenance;
  - g. alterations, deletions or additions made by the Unit Owner;
  - h. subsidence of the land around the building or along utility lines, other than subsidence beneath the footings of the building;

- i. damage resulting from an act of God;
  - j. damage caused by insects and rodents, except where construction is in contravention of the Ontario Building Code;
  - k. damage caused by municipal services or other utilities; and
  - l. surface defects in workmanship and materials specified and accepted in writing by the Unit Owner at the date of possession.
5. The warranties set out in paragraph 3.a. above apply only in respect to claims made within one year after the Unit is completed for possession.
  6. The warranties set out in paragraph 3.b. above apply only in respect to claims made within seven years after the Unit is completed for possession.
  7. The warranties set out in paragraphs 3.c. to 3.g. above apply only in respect to claims made within two years after the Unit is completed for possession.
  8. No appliances will be included in the purchase or lease of the Homes. The unit owners will be responsible for the chattels and appliances from occupancy and to process any manufacturer's warranty claims themselves.
  9. Any trees shown on any landscaping plan are scaled to be their estimated full-grown size to show their relationship to buildings and other site aspects. The actual size of the trees planted by the Declarant may be smaller or larger.

**Article 5** - No building on the property or a Unit has been converted from a previous use.

**Article 6** - None of the Units may be used for commercial or other purposes not ancillary to residential purposes.

#### **Article 7 - Utilities**

1. Water, gas and electricity are separately metered to each Home by the supplier of the same and paid by the owner of the Home to which the same are supplied. As a result, common expenses do not include any payments on account of utilities supplied to a Home.
2. All Homes are heated by natural gas.
3. One or more of the Homes may have a common element water and/or electrical meter. No Home Occupant is allowed to remove or obstruct the view or access to such meters or common element electrical supply by the Corporation or the representatives of the utility company that must access same for the purposes of reading, repairing, maintaining, using and replacing such meters.
4. There is a common element electrical supply that is billed to the Corporation. No Home Occupant is permitted to use any such common element electrical supply.

#### **Article 8 - Changes to Homesites**

It is important that all Home Owners respect the obligation not to make any physical changes to the outside areas of their Home or Homesite without the prior written permission of the Corporation and then only in accordance with the provisions of the declaration and the Act.

#### **Article 9 - Pets**

1. No pet that is deemed by the Board (in its absolute discretion) to be a nuisance or problem shall be kept in or on any Unit. Pets must be accompanied by a Unit Occupant and kept under reasonable control when not present on or in their Unit Occupant's Unit so as to not to be a nuisance or cause irritation to other Unit Occupants. No pet may be kept on any common elements. The Board can require any pet to be removed from the condominium property if the Board deems such pet to be a nuisance or problem.
2. Despite the foregoing, and without limiting the generality of the foregoing, no dog which appears, in the opinion of the Board to be aggressive or threatening or to be acting aggressively or in any sort of a threatening manner is allowed on the proposed condominium plan (common elements or Units). It is within the Board's uncontrolled and absolute discretion to determine whether a specific dog is permitted on the proposed condominium plan (common elements or Units) and such discretion is not subject to being explained or questioned.

3. If any pet should defecate in any area the Unit Occupant accompanying the pet shall immediately clean up the soiled area and has a duty to do so.

#### **Article 10 - Model Homes**

The Declarant reserves the right to maintain one or more models in 800 Myers Road until after the sale of all Homes in 800 Myers Road. This will include the right of prospective purchasers to visit the model Home(s) and park cars on the common elements. The Declarant also reserves the right to use the Model homes in 800 Myers Road during and after completion of 800 Myers Road to sell homes in any other projects of the Declarant and/or any of its related companies.

#### **Article 11 - Condominium Declaration**

The condominium declaration outlines:

- a. the division of ownership of Units and common elements, detailing the boundaries of the Units. Each Unit is separately owned and the common elements are collectively owned by all of the Homeowners. A schedule to the declaration describes the boundaries of Units which separates them from the common elements. The common elements are everything within the condominium's boundaries that is not part of a Unit;
- b. the percentage ownership that each Homeowner has in the common elements and the percentage contribution required of each Homeowner toward payment of common expenses; and
- c. some provisions of this disclosure statement and other provisions that affect the use of the Residential Units and the balance of the common elements.

#### **Article 12 - Condominium Bylaw**

By-law Number One sets out the requirements for:

- a. holding and conducting annual and special meetings of Homeowners;
- b. notice requirements for meetings;
- c. voting rights of owners and mortgagees;
- d. election of a Board of Directors and appointment of officers of the condominium;
- e. assessing and collecting common expenses;
- f. the borrowing of money by the condominium;
- g. defining the Standard Units (**it is important that each owner be aware that the condominium's standard bylaw will define the standard Residential Unit to NOT include any part of the Unit. As such, each Unit Owner is responsible for insuring ALL components of such Owner's Residential Unit(s) pursuant to such Owner's residential insurance policy**); and
- h. mediation.

#### **Article 13 - Rules**

1. The rules are to promote the safety, security and/or welfare of the owners and to prevent unreasonable interference with the use and enjoyment of the common elements and of the Homes. New rules may be passed or existing rules may be amended or repealed by a vote of Homeowners representing a majority of the Units in attendance at a properly constituted meeting.
2. The rules should be carefully reviewed as they govern many aspects of day-to-day life within the condominium. Among other things the rules govern and restrict the placing of signs, advertisements and notices, the parking of vehicles and types of vehicles allowed.

**Article 14** - The Declarant does not intend to market blocks of Units to investors but reserves the right to sell more than one Unit to a purchaser who wishes to purchase more than one Unit.

**Article 15** - The Declarant intends to sell all of the Units in the project; however, the Declarant maintains the right to lease one or more Units that it does not sell so the anticipated per cent of Units that the Declarant intends to lease is zero (0) per cent.

**Article 16** - There are no project amenities.

**Article 17** - The Corporation will enter into the following agreements:

- Indemnity Agreement regarding Municipal and Utility Supplier Agreements Covenants and Schemes as discussed and described in the agreement which accompanies this disclosure statement. This agreement obligates the Corporation to comply with all applicable agreements, provide information that the Declarant needs for disclosure, provide limitations on budget expenditures, and to indemnify and save the Declarant harmless with respect to all of the foregoing.
- Management Agreement for the management of the condominium with Sanderson Management Inc. as discussed and described in the agreement which accompanies this disclosure statement.

**Article 18** - To the knowledge of the Declarant, the Corporation does not intend to amalgamate with another Corporation and the Declarant does not intend 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.

**Article 19 - Other Payments**

The Homeowner is responsible for paying for the following that are not included in the budget statements:

- a. municipal taxes in respect of the Homeowner's Home;
- b. the supply of all utilities and services to the Homeowner's Home such as gas, electricity, water, cable television and telephone;
- c. any additional insurance premiums where coverage is not provided for in the budget statements;
- d. replacement and repair costs of all components of the Home and Homesite;
- e. replacement and repair costs of all appliances or fixtures, including (if any), water heater, water softener, air-conditioning equipment and furnaces unless these are leased in which case the Homeowner is responsible for the lease payments and to assume the lease contract as of occupancy; and
- f. any other costs of living in the Home and in 800 Myers Road that are not provided for in the budget statements.

**Article 20 - Units exempt from costs**

No Unit is exempt from a cost attributable to the rest of the Units.

**Article 21 - Common element leases or licenses**

The Declarant intends to enter into an agreement with a supplier to provide television and internet service to all Units by cable, satellite or direct transmission. The supplier of the same will likely be given an easement or license agreement to access its equipment on the property.

**Article 22 - Insurance Trust Agreement**

There will be no insurance trust agreement unless the same is established by the Corporation after its registration.

**Article 23 - Insurance**

1. The condominium only maintains insurance coverage to the extent set out in the Budget Statement on the common elements and the base standard Units (exclusive of improvements) as defined in the bylaw on its behalf and on behalf of the owners.
2. Each owner should obtain his, her or its own additional insurance. The Corporation's insurance does not protect the owner from many types of loss including public liability (including damages that occur in the outside areas or exclusive use areas appurtenant to a Unit), loss or damage to personal items and chattels or improvements of the residential dwelling Units. Each owner should approach an insurance agent knowledgeable in condominium insurance to be properly advised as to what insurance is required.
3. The insurance agent of each owner must be provided a copy of the standard Unit definition from the bylaw.
4. The Unit Owner must insure everything in such owner's Residential Unit over and above the standard Unit which is defined in the bylaw.

**Article 24 - Parking**



1. The Declarant, while it owns any Unit within this condominium plan, and thereafter the Board will allocate one (1) common element parking space for the use of each Unit. In so doing, the Declarant, while it owns any Unit within this condominium plan, and thereafter the Board shall have discretion is determining which parking space is allocated to which unit provided that at all times at least one (1) space is allocated per Unit.
2. The traffic and parking rules established by the Board and the traffic and parking signage posted by or on behalf of the Board shall be complied with by all Unit Occupants and visitors.
3. Only motor vehicles that are operable, with a current motor vehicle license and insurance as is required to permit the operation of that motor vehicle on the highways of Ontario may be parked in any common element parking area. Motor vehicles shall include only automobiles, station wagons, sport utility vehicles, vans, pick-up trucks or motorcycles.
4. No tractor (including lawn tractor), machinery, equipment, recreational vehicle, or derelict vehicle may be parked or left anywhere on the Condominium Plan. Included in the definition of "recreational vehicle" for the purposes of these rules are snowmobiles, small watercraft commonly known as "sea doos" and All Terrain Vehicles ("ATV's").
5. No motor vehicle may be parked or left on any portion of the common elements by anyone except with the prior written permission of the Board which permission can be revoked. Written permission can include signage designating parking for certain purposes or persons and areas designated for use by visitors.
6. In the absence of the prior written permission of the Board, only bona fide visitors (as determined by the Board in its absolute discretion) to a Unit may use the areas marked for visitor parking, if any.
7. No overnight parking by visitors is permitted without the written permission of the Board which permission can take the form of an overnight parking pass provided by the Board or property manager to permit such parking.
8. The common element walkways shall not be obstructed or used for any purpose other than pedestrian ingress to and egress from the Units and parking areas. The common element roadway shall not be obstructed so as to hinder or prevent motor vehicular access thereto by the persons with a right to park a motor vehicle in any common element parking space or within the boundaries of a Unit.
9. No motor vehicle shall be driven on any part of the common elements other than on the roadway and common element parking areas.
10. The Board has the right to prohibit the parking within this condominium plan of any vehicle that is fueled by other than gasoline, diesel fuel or electricity exclusively (or by a combination of the foregoing fuels), if the Board, acting reasonably, is of the view that such vehicle's presence within the condominium plan could pose a danger the buildings and/or any of the Unit Occupants.
11. One (1) or more of the common element parking spaces may be created within this condominium plan and may be designated as "Handicapped Parking Space(s)". The Board is authorized and empowered to allocate any such designated Handicapped Parking Space(s) for use by one or more Unit Occupants of the condominium plan and it is expected that such use will likely be restricted to persons who are entitled to make use of municipal handicapped parking spaces. The Board is entitled to charge a fee for such use as a precondition to such use. No Unit Occupant has any rights to make use of any such designated Handicapped Parking Space. The Board has discretion to decide who is to use such Handicapped Parking Spaces and on what terms and for what period of time and to revoke any permission given to use the same. The Board has the right, as a condition of such approval, to require any Unit Occupant who is allocated the use of a Handicapped Parking Space to give up such Unit Occupant's rights to any parking space to which such Unit Occupant has rights and allow the same to be used for visitor or other parking as determined by the Board from time to time for so long as the Unit Occupant has the use of a Handicapped Parking Space. The discretion of the Board in this regard includes the right to allow the use of any such Handicapped Parking Space(s) by visitors to the condominium plan who may or may not be considered handicapped or otherwise qualify to use the same on account of the designation as being reserved for persons considered "handicapped".
12. No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the common element sidewalk, roadway or parking areas. No repairs or adjustments to motor vehicles shall be carried out on the common elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the common element parking space as an alternative to repairing the cause of the escape of the gasoline, oil or other harmful substance.
13. No one shall park or store anything, including a motor vehicle of any description in any area marked "no parking."

**Article 25 - Miscellaneous Matters**

1. *Bill 106, Protecting Condominium Owners Act, 2015*, has received Royal Assent, and will enact changes to the Act. As well, changes will also be enacted to the Regulations pursuant to the Act which have yet to be revealed. Accordingly, changes may be made to the disclosed constating documents of the Corporation if such changes are required or prudent in light of the enacted changes to the Act or the Regulations thereunder.
2. The Declarant has no actual knowledge of any judgments against the condominium to be created by the Declarant, nor does it have any actual knowledge of any pending lawsuits to which the condominium is or will be a party.
3. There are no reserve funds nor will there be any reserve funds established for the condominium other than the reserve funds collected after registration of the condominium.
4. Plantings on common elements by the Declarant may be completed in the first planting season following registration of the condominium if not completed at the time of registration. It will become the immediate responsibility of the condominium to maintain water and weed those plantings to insure their survival.
5. Subject to the condominium establishing a charge for anything that is currently supplied by the Declarant there are no services that the Declarant provides or for which it pays that might reasonably be expected to become a common expense at any subsequent time.
6. Under 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 that it is required to pay to the purchaser under section 82 of the Act.
7. There are no major assets and property that the Declarant has indicated that it may provide, even though it is not required to do so.
8. There are no Units and or assets that the condominium is required to purchase, services that it is required to acquire or agreements and leases that it is required to enter into with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant (other than the aforementioned agreement to indemnify the Declarant after registration of the condominium with respect to the terms and conditions under various municipal and utility agreements).
9. There is a one year warranty on the trees within the common elements from the date they are planted. After one year the Condominium will be the responsible to replace trees as needed.
10. Any trees shown on any landscaping plan are scaled to be their estimated full-grown size to show their relationship to buildings and other site aspects. The actual size of the trees planted by the Declarant may be smaller or larger.
11. There are no restrictions or standards with respect to the occupancy or use of Units or the use of common elements 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.
12. No common interest appurtenant to any Unit differs in an amount of 10 per cent or more from that appurtenant to any other Unit of the same type, size and design.
13. No owner of any Unit is required to contribute to the common expenses in an amount that differs in an amount of 10 per cent or more from that required of the owner of any other Unit of the same type, size and design.

**Article 26- Adjacent Lands**

1. The Declarant owns land adjacent to the land included in the initial registration of the condominium plan, which is the balance of 800 Myers Road and is intended to be added via an amendment phase.
2. With respect to the adjacent land owned by the Declarant, it is being held for development as noted in section 1 of this Article 26. The current use of the adjacent land is vacant land.

**Sections 73 and 74 of the Condominium Act, 1998 state:**

73. (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. 1998, c. 19, s. 73 (1).

## Notice of rescission

(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. 1998, c. 19, s. 73 (2).

## Refund upon rescission

(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. 1998, c. 19, s. 73 (3).

## Material changes in disclosure statement

74.(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. 1998, c. 19, s. 74 (1).

## Definition

(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. 1998, c. 19, s. 74 (2).

## Contents of revised statement

(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. 1998, c. 19, s. 74 (3).

## Time of delivery

(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. 1998, c. 19, s. 74 (4).

## Purchaser's application to court

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Ontario Court (General Division) for a determination whether a change or a series of changes set out in the statement or notice is a material change. 1998, c. 19, s. 74 (5).

Note: On the day Part V comes into force, subsection (5) is amended by the Statutes of Ontario, 2000, chapter 26, Schedule B, subsection 7 (5) by striking out "Ontario Court (General Division)" and substituting "Superior Court of Justice". See: 2000, c. 26, Sched. B, ss. 7 (5), 20 (4).

#### Rescission after 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 as 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 Ontario Court (General Division) makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination. 1998, c. 19, s. 74 (6).

Note: On the day Part V comes into force, clause (c) is amended by the Statutes of Ontario, 2000, chapter 26, Schedule B, subsection 7 (5) by striking out "Ontario Court (General Division)" and substituting "Superior Court of Justice". See: 2000, c. 26, Sched. B, ss. 7 (5), 20 (4).

#### Notice of rescission

(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. 1998, c. 19, s. 74 (7).

#### Declarant's application to court

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Ontario Court (General Division) 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). 1998, c. 19, s. 74 (8).

Note: On the day Part V comes into force, subsection (8) is amended by the Statutes of Ontario, 2000, chapter 26, Schedule B, subsection 7 (5) by striking out "Ontario Court (General Division)" and substituting "Superior Court of Justice". See: 2000, c. 26, Sched. B, ss. 7 (5), 20 (4).

#### Refund upon rescission

(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. 1998, c. 19, s. 74 (9).

#### Time of refund

(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). 1998, c. 19, s. 74 (10).