

# KONZULAT TOWNS

**A Proposed Standard Condominium Plan  
By Rajacan Developments Inc.**

**Located at  
377 Spadina Rd., Toronto**

**THIS DECLARATION** is made and executed by **Rajacan Developments Inc.**, which is described herein as the “Declarant” and is the owner of the property described in Schedule A. The registration of this Declaration and its related description will create a Freehold Standard Condominium Corporation in accordance with the Condominium Act, 1998. The Declarant intends that the land and interest appurtenant to the land in the description and Schedule A of this Declaration be governed by the Condominium Act, 1998.

## ARTICLE I: INTRODUCTORY

### Definitions and Interpretation

1. All words in this Declaration that are defined in the Act shall have the meaning ascribed to them in the Act, and:
  - a. “Act” means the Condominium Act, 1998 and the Regulations pursuant to that Act, each as amended, supplemented or replaced from time to time and any successor legislation, except where the context requires otherwise;
  - b. “Board” means the board of directors of the Corporation;
  - c. “By-law” means a by-law of this Corporation as defined in the Act;
  - d. “Common Elements” refers to all parts of the Condominium Plan that are not all or part of a Unit;
  - e. “Condominium Plan” means the lands governed by the Act as a result of the registration against title thereto of this Declaration and the related description, which lands are more particularly described in Schedule A hereto, as amended from time to time;
  - f. “Corporation” means the condominium corporation created by the said registration of this Declaration and the related description;
  - g. “Declaration” means this declaration, including as it may be amended from time-to-time;
  - h. “Description” means the plans of survey prepared in accordance with Ontario Regulation 49/01 and filed at the Land Titles Office concurrently and in conjunction with the Declaration, and as amended they may be from time to time;
  - i. “EUA” means a portion of the Common Elements designated in Part 2 of the Description and in Schedule F of this Declaration for exclusive use by the Unit Occupants of a particular Unit;
  - j. "Life Safety Warning Devices" means smoke detectors, fire detectors, carbon monoxide detectors and other life safety warning devices of a Unit as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time;
  - k. “motor vehicle” means a regular passenger automobile, motorcycle, van, sport utility vehicle or pick-up truck, and does not include any recreational vehicle or any commercial-use vehicle or equipment;
  - l. “Municipality” means, generally, a municipality duly incorporated in the Province of Ontario within the meaning of the Municipal Act, 2001, and, specifically, in relation to the matter subject of the context in which the term is used in this Declaration, the municipality or municipalities having jurisdiction and authority in regard to the same;
  - m. “Owner” means the owner or owners of a Unit, as does the term “Unit Owner”;
  - n. “party wall” means any interior wall that is a dividing partition separating two adjoining Units;
  - o. “Recreational vehicles” means boats, trailers, snowmobiles, personal water craft, including without limitation those commonly known as “sea doos,” and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one or more persons;

- p. "Telecommunication Device" means any signal transmission or signal reception device, or any roof antenna, satellite dish, or any other antenna, exterior tower antenna, or satellite dish antenna for either radio, television, internet or other reception or transmission, or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish, or other transmission or reception device;
  - q. "Rule" means a rule of this Corporation as defined in the Act;
  - r. "smoking product" means and includes all cigarettes, cigars, tobacco, and tobacco products, cannabis, marijuana, and any other substance which is consumed through lighting, burning, smoking, or vaping it, including pipes, electronic cigarettes or any other lighted smoking equipment, and "smoke" or "smoking" include but are not limited to the smoking, vaping, inhaling, exhaling, burning of, or holding of any lighted smoking product;
  - s. "Unit" means a unit as defined in the Act, pertaining to this Condominium Plan;
  - t. "Unit Occupant" means any Unit Owner (whether or not a resident of a Unit) and:
    - i. all members of a Unit Owner's household regularly dwelling in the Unit Owner's Unit, and/or a tenant of the said Unit, and all members of such tenant's household regularly dwelling in the Unit; and
    - ii. any other person in actual and permitted occupancy of a Unit.
  - u. "Unit Systems" means, collectively, a Unit's electrical systems, plumbing mechanisms and systems, water softener, dish washers, water and air heating and/or air-conditioning mechanisms and systems, ventilation systems, clothes dryers and drying devices, and dryer ducts, range hood vents, fireplaces and fireplace flues and chimney components (if any);
  - v. "Visitor" shall include, without limiting the ordinary generality of the term, any person other than a Unit Occupant who is an invitee, guest or servant of a Unit Occupant, while present on the Condominium Plan; and
  - w. the terms "repair" and "maintain" as used herein have, in the first instance, their ordinary meanings except where used in reference to an obligation of a Unit Owner or the Corporation to perform maintenance or repair in respect of a Unit or the Common Elements or any part(s) thereof. In such instances, the term "repair" shall be understood to mean "repair after damage," and such term, and the term "maintain," shall have the meanings ascribed to them in subsections 89 (2) and 90 (2) of that version of the Act in effect as at March 1, 2021, until the coming into force of subsection 1 (16) and section 82 of Schedule 1 of the Protecting Condominium Owners Act, 2015, S.O. 2015, c.28, which amend the definitions of such terms in relation to the said obligations.
2. Captions and headings with respect to paragraphs, articles and/or subparagraphs of this Declaration do not have any standing and are placed herein for descriptive purposes only and do not affect or in any way vary the plain meaning of the contents of the paragraphs, articles and/or subparagraphs to which they are appurtenant.
3. Each use of the masculine, feminine or neuter genders in this Declaration shall be deemed to include the others, and the use of the singular shall be deemed to include the plural, and vice versa, wherever the context so requires.

### **Schedules**

- 4. The consent of any person having a registered mortgage against the Condominium Plan or interests appurtenant to the Condominium Plan is contained in Schedule B.
- 5. The monuments controlling the extent of the units are the physical boundaries set out in Schedule C and in the description.
- 6. A statement of the proportions, expressed in percentages, of the common interests appurtenant to the Units is set out in Schedule D.

7. A statement of the proportions, expressed in percentages allocated to the Units, in which the Unit Owners are to contribute to the common expenses, is set out in Schedule D.
8. A statement of the common expenses is set out in Schedule E.
9. A specification of the exclusive use portions (if any) of the Common Elements that are to be used by the Unit Owners of one or more designated Units and not by all the Unit Owners is set out in Schedule F.
10. The requisite certificate as prescribed by regulation 48/01 is attached hereto as Schedule G.

### **Addresses**

11. The municipal address for the Corporation is 377 Spadina Rd., Toronto, Ontario.
12. The mailing address and the address for service of the Corporation are c/o Rajacan Developments Inc., 17 Montclair Avenue, Toronto, Ontario M4C 1W2.

## **ARTICLE II: UNITS**

### **Unit Components**

1. Notwithstanding anything otherwise provided herein:
  - a. Where components of the exterior building envelope (excluding any window or door or the frames, including caulking, appurtenant thereto) are located within the boundaries of a Unit, such as in either the rear yard or front patio portions of the Unit, such components – including, without limiting the generality of the foregoing, brick, cladding, siding, water and/or vapour barrier, insulation, EIFS (if any) – shall form part of the Common Elements notwithstanding being located within Unit boundaries; and
  - b. each Unit shall exclude all structural beams, columns and walls, as well as all pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines used for power, cable television, water, heating, air conditioning or drainage, and mechanical or similar apparatus that provide any service or utility to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular Unit but which do not service that particular Unit; and
  - c. except for lateral feeds to and from the Unit, each Unit shall include all parts of a Unit's Unit Systems, Life Safety Warning Devices (to the extent the same are fixtures), heating, ventilating and air conditioning (HVAC) equipment, metal sleeves, pipes, flues and vents and related equipment, all furnace and fireplace, chimneys and flues and related equipment and all pipes, wires, cables, conduits, ducts, and related junction boxes, fixtures, outlets and other facilities relative to utilities in respect of a Unit, that service only such Unit and are located within the Unit boundaries or are attached to the exterior building envelope of the Unit in question. For clarity, and without limiting the generality of the foregoing, the HVAC equipment that services a Unit may be located in part on the roof and/or the balconies of the property but shall form part of the Unit serviced thereby.
2. The water stops with respect to the water lines within this Condominium Plan shall also be Common Elements despite being located within the boundaries of any Unit. The Municipality and the Corporation, including their respective agents, contractors and workmen are entitled to access to the Unit as is necessary from time-to-time to repair and maintain and replace the water stops or to turn on and/or shut off the water being supplied to a Unit.

### **Provisions Relating to Use and Occupancy**

3. Each Unit Owner must advise the Board in writing of the name of each Unit Occupant of the Owner's Unit forthwith upon such Unit Occupant's commencement of use or occupancy of the Unit.
4. The Units are to be used as single-family residential dwellings only, where "single family" is defined as a social unit consisting of a single individual or a couple in a married or common law relationship, along with his/her/their children, if any, whether natural or adopted or under authorized guardianship, and includes other relatives if living with the primary group; and

- a. Without limiting the generality of the foregoing, no Unit may be used for any commercial purposes by anyone, regardless of whether same are permitted by municipal by-laws, including that, without limitation:
    - i. no Unit may be leased or licensed on a short term or transient basis or used or occupied in the manner of an inn, lodging house, student residence, boarding house, rooming house, "bed & breakfast", hotel or hostel, or any use substantially similar to any such uses (including hosting through Airbnb or similar type of shared accommodation arrangement), and, for clarity, the foregoing restrictions shall apply notwithstanding the issuance of a license by any Municipality or other relevant authority purporting to permit such use(s); and
    - ii. the Board has the right to prohibit any and all forms of babysitting services and day care facilities regardless of whether same are permitted by the municipal zoning by-laws; and
  - b. notwithstanding the foregoing, "home offices" are permitted within the Units provided the same do not violate the relevant municipal zoning by-law(s), generate any vehicular or pedestrian traffic within any part of Common Elements, or cause significant irritation to Unit Occupants of other Units, as reasonably determined by the Board, such that the Board is entitled to prohibit any home offices that violate the foregoing proviso.
5. No one shall smoke or hold a lighted smoking product in or on any part of the property (as defined in the Condominium Act, 1998). For clarity, and without limiting the generality of the foregoing, such restriction applies to all Units and all Common Elements, including all exclusive-use Common Elements, whether inside or outside, and to any person on the property, including unit owners, tenants, occupants, visitors, or anyone for whom any of the aforementioned is responsible.
6. No Unit may be occupied by or used in whole or in part in any way or for any purpose that:
- a. is illegal;
  - b. causes, emits, and/or creates anything combustible and/or noxious and/or irritating, and/or malodorous and/or offensive, or anything else which could be considered a nuisance and can be detected in any significant way in any Unit (other than the Unit from which such odour is caused or emitted) or in the Common Elements;
  - c. uses, causes, emits, and/or creates anything that is explosive or toxic in any dangerous quantity (as determined in the sole and absolute discretion of the Board);
  - d. in the opinion of the Board presents any significant threat of injury to the health, safety or security of any of the Unit Occupants or Visitors or risk of damage to the Units, Common Elements and/or assets within this Condominium Plan;
  - e. causes or generates or permits noise over and above what might be reasonably expected in a residential setting unless permitted by this Declaration or otherwise by the Board in writing and subject to such conditions or restrictions as the Board may choose to impose; or
  - f. in the discretion of the Board acting reasonably creates or is the cause of any nuisance affecting other Unit Occupants or Visitors of Units within this Condominium Plan.
7. No Unit shall be occupied or used by anyone whose occupancy or use shall give rise to the possible cancellation of any policy of insurance. If any proposed or actual use of a Unit or the proposed or actual occupation thereof by any person or persons should in the sole determination of the Board upon the advice of its insurer and such other reliable counsel, cause a threatened or actual:
- a. increase in the cost of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation; or,
  - b. cancellation and/or non-renewal of any or all of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation;

then, such proposed or actual use of such Unit or proposed or actual occupation thereof by such person or persons if it has not yet occurred, shall not be allowed to occur, or, if it has occurred already and is continuing, shall immediately cease upon the written request to the Unit Owner by the Board.

In addition, or, alternatively, in the sole and absolute discretion of the Board, if a Unit is occupied or used by anyone in a way that results in an increased insurance premium cost to the Corporation, the Unit Owner of the relevant Unit shall reimburse the Corporation for the amount of the increase, and the increase in premium cost shall be added to the said Unit Owner's contribution towards common expenses and therefore can be the subject matter of a lien on account of arrears of common expenses if not paid upon request by the Board.

8. It shall be each Unit Owner's responsibility to ensure that all Unit Occupants of such Owner's Unit(s) comply with and are aware of the provisions of this Declaration and all current By-laws and Rules and it is a duty of the Unit Owners and Unit Occupants to comply with the Declaration, By-laws and Rules.

#### **Leasing Units**

9. No Unit Owner shall lease such Unit Owner's Unit to any person whose occupancy would be contrary to the provisions of this Declaration and until such Unit Owner delivers to the Board:
  - a. A written statement signed by the Unit Owner representing and warranting that the proposed occupancy by the intended tenant(s) of the Unit shall comply in all respects with the conditions and restrictions on occupancy that are set out in this Declaration; and
  - b. an acknowledgement and undertaking signed by the primary tenant containing:
    - i. the legibly printed name(s) of each person who is proposed to occupy the Unit pursuant to such tenancy; and
    - ii. the following statement without omission or amendment:

*I acknowledge receiving copies of the Declaration, By-laws and Rules of the Corporation and hereby undertake, covenant and agree that I and all other tenants and guests of the Unit from time to time will, in using the Unit rented by me and the Common Elements of this Condominium Plan, comply with the legislation applicable to condominiums in Ontario, the Declaration, By-Laws and all Rules of the Corporation, and the applicable provisions of all municipal development, site plan and other agreements, all utility easement agreements and all restrictive covenants affecting the Unit and Common Elements during the term of the tenancy.*

Failing the delivery of such documents, such tenancy is not permitted.

### **ARTICLE III: ACCESS TO UNITS AND COMMON ELEMENTS**

#### **Access by Declarant**

1. The Declarant is entitled to complete all buildings and all improvements to the Condominium Plan, display signage on the Common Elements, maintain Units as models for display and sale purposes, to have potential purchasers and tenants visit any Unit 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, and it and its agents and employees are granted the right to enter onto all portions of the Condominium Plan for all such and related purposes until all Units in the Condominium Plan have been sold and conveyed by the Declarant and until the Declarant has completed all of its work with respect to the Condominium Plan including all intended phases thereof. In addition, the Declarant can designate up to two Common Elements parking spaces for its exclusive use and display signage for same for any purpose it chooses until all Units in the Condominium Plan have been sold by the Declarant. Nothing in this Declaration or otherwise shall prevent or hinder the foregoing. 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 this Declaration, all 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 Unit 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 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.

### **Access by Corporation**

2. In addition to rights of access by the Corporation under the Act, a person authorized by the Corporation may enter any Unit without notice for repairing or inspecting the Unit or the Common Elements or for correcting any condition that in the opinion of the Board or property manager (if any) might result in imminent damage or loss to the property or injury to any person. If the keys to the Unit and the security codes required to deactivate all alarms for the Unit have not been provided to the Board and the Board is unable in the time frame necessary for access to occur to reach any contact person who can provide access whose name has been provided by the Unit Owners for that purpose or after reaching such person access is not provided in the time frame necessary for access, the Board and/or its manager and/or its agents and contractors are authorized to use such force as is necessary to permit access to the Unit with the costs of repairing the damage so caused and any charges from any alarm company being the responsibility of the Corporation.
3. The Corporation is entitled to retain a key and/or access code to all locks in the doors of each Unit. Unit Owners shall provide the same forthwith upon request by the Board and shall provide the Board with the codes necessary to deactivate any security alarm situated in a Unit and update the same if changed. No one shall change any lock or place any additional locks on the doors to any Unit or in the Unit without immediately providing the Corporation a key for each new or changed lock.
4. As a mechanical and metering room servicing the Condominium Plan as a whole is located adjacent to those EUA's designated as P-3 and P-4 in Part 2 of the Description and in Schedule F of this Declaration, the Corporation retains a right of entry over and through the said EUA for the purposes of the use, inspection, maintenance, repair of, and any other work required in relation to, the room and/or the equipment therein (including, without limiting the generality of the foregoing, for the purposes of installing or having installed new or replacement equipment servicing the whole or any part of this Condominium Plan) and the Unit Occupants entitled to the exclusive use of such EUA's shall ensure that such access is not hindered as and when required in the sole discretion of the Board. If the doors providing access through such EUA's are permitted to be locked, the Unit Occupants shall ensure that the Corporation has possession to and use of such keys or codes as may be required to open the same. In the event that the placement or installation of anything, or any other act or omission of any of the said Unit Occupants, causes damage to such mechanical room or the equipment therein, or creates a hindrance to such access, that cause the Corporation to incur costs of any kind, the amounts so incurred shall be added to the common expenses payable on account of the Unit of the Unit Occupants and shall be due upon such date as the Board by written notice to the Unit Owner shall determine, whereupon, if unpaid, the same shall be common expenses in arrears in respect of which a lien shall arise against title to the Unit in accordance with the provisions of the Act.
5. A stormwater tank and a sump pump servicing the property were installed at the time of original construction by the Declarant beneath the rear yard area of Unit 1, Level 1. Such tank, sump pump and all related pipes, wires, vents, and other equipment, are Common Elements that do not constitute a portion of the said Unit. Further, the Corporation retains a right of entry in, over, under and through the said Unit for the purposes of inspection, maintenance, repair of, and any other work required in relation to, the said tank and/or sump pump and their respective appurtenant equipment and other components, and the Unit Occupants of Unit 1, Level 1 shall ensure that such access is not hindered as and when required in the sole discretion of the Board. The said Unit Occupants may not alter the grading or landscaping, including plantings, in the vicinity of such tank or pump without prior written consent of the Board. In the event that the placement or installation of anything, or any other act or omission of a Unit Occupant of Unit 1, Level 1 causes damage to such facilities or equipment, or creates a hindrance to such access, that cause the Corporation to incur costs of any kind, the amounts so incurred shall be added to the common expenses payable on account of that Unit and shall be due upon such date as the Board by written notice to the Unit Owner of Unit 1, Level 1, shall determine, whereupon, if unpaid, the same shall be common expenses in arrears in respect of which a lien shall arise against title to the Unit in accordance with the provisions of the Act.

### **Access by Unit Owners**

6. Unit Occupants of a Unit shall have the exclusive (as against the Unit Occupants of each other Unit) right of access to and possession of the Common Elements balcony appurtenant to their Unit, subject to the rights and obligations of the Corporation enter thereon to inspect, maintain or repair the same, or to make use of the same in order to provide needed maintenance or repairs to another Unit or part of the Common Elements.

#### **Access by Other Unit Owners**

7. The rear yard areas of each Unit are each hereby subject to a one-and-one-half meter wide right of way along the entire length of the rear boundary line thereof which is hereby granted in favour of the Unit Occupants of all the Units for the purposes of facilitating access by such Unit Occupants to the rear yard area of their own respective Units, with lawncare equipment (such as, but not limited to, lawnmowers or wheelbarrows). Access for any purposes other than movement of such equipment to allow for proper care of the lands is not hereby granted. In order to facilitate the said access, the fencing first installed by the Declarant enclosing each such rear yard area shall not be altered or replaced except with consent of the Board and provided that the same must have a properly and easily functioning and unlocked gate that permits passage through the same without any obstruction of the stated right of way.

#### **Access by Others**

8. Each Unit and the Common Elements are subject to a right of access in favour of the Declarant, the Corporation, the Municipality, utility companies servicing the Condominium Plan, and other Unit Occupants, to permit entry by persons, equipment, machinery and workers as is reasonably required to do work with respect to such Unit, other Units or the Common Elements generally. Each Unit and all of the Common Elements are also subject to a right of entry and access in favour of the Corporation, of all utility companies and companies that supply television and/or telephone facilities (including, without limiting the generality of the foregoing, Toronto Hydro, Enbridge, Bell Canada, Rogers Cable Communications Inc., and any successors and assigns thereof and any cable or other television signal supplier), and of any Municipality providing utility services (such as water or wastewater services) to permit entry by equipment, machinery and workers as is reasonably required to install, construct, repair, replace, modify, upgrade, renovate, improve and/or maintain any and all pipes, wires, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), telecommunication signal transmission and reception facilities and lines, water mains, telephone cables and access transmission lines and public utility lines that, without limiting the generality of the foregoing, provide or transmit power, communication facilities, water, fuel, and/or sewage disposal, provided same service more than one unit. In addition, any supplier of utilities such as water or gas has the right to place and maintain electricity or other meters (which term includes appurtenant equipment, wiring, transmission lines and any other thing necessary for same to properly function for the purpose for which the meters are intended), for one or more units on any wall(s) of any of the buildings within the Condominium Plan including those within any unit boundaries and the further right to maintain, repair, replace, modify, inspect and read such electricity or other meters from time-to-time as it deems appropriate. Any utility company and/or company supplying television and/or telephone facilities is entitled to affix such equipment as it deems appropriate to outside walls. No Unit Occupant shall interfere with or do or omit to do anything that could reasonably be expected to impair the ability of the same to perform the function(s) intended. There shall be no construction proximate to such pipes, equipment, meters, vents, wires, ducts, cables, drains, conduits, service connections, mains for sewer and stormwater, electricity transformer(s), water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that could damage the same or impair the ability of the same to function as intended. Access to the meters shall be in accordance with any regulations which the utility responsible for reading the meter may have in effect or be subject to from time-to-time. No meter shall be hidden, obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter. The Declarant (including any successor) and the Corporation have the right to enter any Unit and install any pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment and/or mains.

### **ARTICLE IV: ALTERATIONS**

#### **Alterations, Generally**

1. Except with the prior express written consent of the Board and the Declarant (while it owns any Unit) or as otherwise permitted in this Declaration or the Rules:



- a. nothing is permitted to be placed, left, installed, situate or otherwise be in the Common Elements (which, for clarity, includes the exterior building envelope and other related components of the structure surrounding each Unit);
- b. no maintenance, signage, addition, alteration, repair, renovation, improvement, painting or staining that affects the appearance of any part of a Unit that can be seen from any abutting street or from any other Unit and/or from the Common Elements is permitted;
- c. specifically and without limiting the generality of the foregoing, no hot tub or other thing which may or does contain a substantial quantity water is allowed anywhere on the exterior portion of any Unit or in the Common Elements;

which consent:

- i. neither the Board nor the Declarant is required to provide; and
- ii. if given can be revoked without reason or explanation; and
- iii. may be subject to such conditions and/or criteria as the Board or Declarant (while it owns any lands or Unit within the Condominium Plan), as the case may be, deems or determines is appropriate in its absolute discretion, including without limiting the generality of the foregoing a requirement that the Unit Owner making the request pay a security deposit and/or execute a waiver or indemnity in a form acceptable to the Board or Declarant (while it owns any lands or Unit within the Condominium Plan), as the case may be, where it is reasonable to do so having regard to the risks of property damage and/or personal injury inherent in or attendant to allowing the alteration, addition, placement or other thing that is subject of such consent.

This provision is not applicable to the Declarant or to any Unit owned by the Declarant.

2. No one shall make any change within or to a Unit that would:
  - a. adversely affect noise attenuation features of the Unit or the structure in which the Unit is situate; or
  - b. diminish the fire rating of the Unit or the structure in which the Unit is situate; or
  - c. violate any applicable Building Codes, property standards or building regulations.
3. No addition or alteration to the Common Elements or any Unit (including the construction of any structure(s) thereon) is permitted that would have any impact on the stormwater management facility or plan applicable to the Condominium Plan or neighbouring lands unless such addition or alteration has received the prior written approval of the Board and the government or governmental authority having jurisdiction.

#### **Specific Installations, Additions and Alterations**

4. No one shall do anything (including any maintenance or repair) or make any change with respect to a party wall or to a load bearing wall or to any other load bearing component within a Unit without:
  - a. the submission to the Board upon request 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 (including conditions that add, delete or revise any plan submitted by an Owner under this provision), as the Board acting reasonably determines is necessary for it to approve such maintenance or repair.

This provision applies with necessary modifications in the event the Owners of more than one Unit jointly requests the Board's consent to carry out maintenance and/or repair of such Owners' Units and, in this circumstance, such Owners shall include in their request to the Board for consent a statement setting out such Owners' agreement to share the total cost of the joint maintenance and/or repair to their Units and each Owner's percentage share of such total cost.

5. The configuration and layout of the rooms within any Unit may not be changed without the prior written consent of the Board, which consent may be arbitrarily withheld, and, where such consent is given, the approval of the Municipality where the proposed alterations give rise to a requirement for the same. For the purpose of clarification this means that no internal walls or room dividers within a Unit's boundaries may be removed, added or modified so as to increase or decrease the number of rooms in any Unit or the size of any room within any Unit in the absence of such prior written consent of the Board. In addition, no room in any Unit that was not designated as a bedroom or potential bedroom on the registered architectural plans for this Condominium Plan may be used for a bedroom without the consent of the Board, which consent may be arbitrarily withheld, and, where such consent is given, the approval of the Municipality where the proposed change in use gives rise to a requirement for the same. This provision does not apply to any Unit owned by the Declarant.
6. No person shall install, fix, hang or otherwise place window or glass door coverings of any type in any Unit that are visible from any abutting street or any other Units or the Common Elements, unless the same are white or off-white sheer curtains or are draperies or other coverings lined with white or off-white material and that are in accordance with criteria established by the Board. This paragraph is intended (without limiting the generality of the foregoing) to prevent window and glass door coverings being used that were not intended for such use or which are unsightly or inconsistent with other visible window and glass door coverings being used in the Condominium Plan.
7. Notwithstanding any consent granted by the Board or the fulfillment of any other requirements or criteria under this Declaration or the Act, no Telecommunication Device shall be erected, fixed, rest by its own weight or otherwise, hang or otherwise be located so as to be visible anywhere on the Condominium Plan or any building or structure thereon or present or visible from any abutting street or any other Unit or Common Elements, except such as are designed, installed and located in accordance with criteria established by the Board, and any consent granted in relation to any of the foregoing items shall not constitute permission for any further such item.
8. No window air-conditioning unit is permitted to be installed in any Unit. No air-conditioning unit nor heat pump nor similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with a Unit (all of which are collectively referred to herein as "AC equipment") is permitted save and except AC equipment that has been pre-approved in writing by the Board. In the absence of reasonable grounds to refuse same the Board shall approve applications for the foregoing. The external elements and components of any such AC equipment may only be located in an area of the Unit approved by the Board or the original declarant-installed location. This foregoing part of this paragraph is not applicable to AC equipment placed by or on behalf of the Declarant. All AC equipment must be kept in good repair by the Unit Owner who is owner of same so that the noise from same is kept as low as is reasonably possible. All components of such AC equipment shall form part of the Unit so that the Unit Owner of the said Unit is responsible to maintain, repair and replace the same as required by the Board in its discretion (exercised reasonably) or the Declarant while it has any ownership interest in any Unit.

#### **ARTICLE V: MAINTENANCE AND REPAIRS**

##### **Units, Generally**

1. Each Unit Owner must maintain and repair such Unit Owner's Unit, and any and all improvements to such Unit.
2. With respect to exterior windows, doors, and skylights, each of which along with their appurtenant frames forms part of the Unit and is therefore the Unit Owner's responsibility to maintain and repair, no alteration to the colour, design, model, make, or style of any window or door may be made without the express written permission of the Board. The intention of this provision is that the doors and windows of the Units shall retain a consistent "look and feel" subject to the will and desire of the Board.
3. Any work within a Unit that requires a building permit may not be performed without the approval of the Municipality and prior written consent of the Board which consent may be arbitrarily withheld.
4. If the Corporation carries out any repair to more than one Unit due to failure by the Owners of such Units to carry out such Owners' repair obligation within a reasonable time after damage

occurs, the Corporation shall have absolute discretion to apportion the cost of such repair amongst the Units as it deems reasonable, which apportioned cost shall be added to each Unit's contribution to the common expenses in accordance with the Act.

5. If a construction lien is registered against one or more Units as a result of maintenance or repair of one or more Units, the Owner(s) having contracted for the subject work shall immediately remove the lien, failing which the Condominium may, at its option, obtain a discharge of the lien by:
  - a. paying the amount claimed under the lien into court;
  - b. posting a bond; or
  - c. any other method available to it;

and any such payment and other costs incurred by the Condominium in so doing (including all legal fees, charges and disbursements and applicable taxes) will be borne solely by such Owner(s) and shall be for all purposes common expenses payable by such Owner(s) and therefore the subject matter of a lien against such Owner(s)'s Unit(s) pursuant to the Act if not paid upon request by the Board.

6. As cool temperatures in a Unit can:
  - a. cause heat loss to nearby Units;
  - b. cause damage to components of the Unit; and/or
  - c. lead to freezing water pipes,

each Unit Owner is responsible for ensuring that the temperature in such Owner's Unit does not fall below 15 degrees Celsius at any time. The Corporation shall, to effect and maintain such temperature, be entitled to repair and if necessary replace the heating apparatus with respect to any such Unit at the expense of the Unit Owner in question. Any costs incurred by the Corporation in maintaining the temperature within a Unit to at least fifteen (15) degrees Celsius (including maintenance, repair or replacement of the heating apparatus) shall be payable by the Unit Owner forthwith upon the expenditure being incurred. If the Unit Owner does not pay the cost of maintaining the temperature in the Unit to fifteen (15) degrees Celsius and the Corporation does have to expend money to do so, then, the monies expended by the Corporation shall be deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible. The cost can therefore be subject to a lien pursuant to the Act.

#### **Life Safety Warning Devices, Other Devices and Unit Systems**

7. Each Unit shall be equipped at all times by the Unit Occupants with:
  - a. Life Safety Warning Devices; and
  - b. such dryer duct hoses on clothes dryers, chimney flue sleeves, ventilation ducts, water hoses and hose fastening devices and mechanisms on water using appliances (such as, for example only and without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters) and other similar devices as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time (the foregoing being collectively referred to herein as the "Other Devices").
8. No appliance, fire place or stove, that burns solid fuel such as wood, coal, corn or any other fuel deemed by the Board in its absolute discretion to be a "solid" fuel is allowed within or to be used within any Unit or the Common Elements.
9. Each Unit Owner must effect such repairs, replacements and maintenance of such Unit Owner's Unit's
  - a. Unit Systems,
  - b. Life Safety Warning Devices,

c. Other Devices, and

d. all hoses and hose fastening mechanisms (i.e., for dishwashers, water softeners, water heaters and/or washing machines) servicing such Unit,

as a prudent and careful owner or occupant would require, and as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time and/or as may be prescribed by the Board servicing such Unit Owner's Unit as directed by the Board at the cost of the Unit Owner of the Unit.

10. Each Unit Owner shall, with respect to such Owner's Unit, provide the Board with such evidence as the Board may require from time-to-time that:

a. all required Unit Systems, Life Safety Warning Devices and Other Devices, are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;

b. the Unit's electrical system is in compliance with all applicable law and requirements of the Board;

c. all water using appliances, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;

d. all ducts and vent pipes are clean and free of flammable and/or other materials;

e. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device the same service; and

f. all Unit Systems air heating and/or air-conditioning mechanisms are in good operating condition, all required Life Safety Warning Devices, are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board.

11. The Board has the right to cause periodic inspections of any or all Units as may be required to confirm any of the foregoing. Such persons as are designated by the Board to perform such inspections are permitted entry to any and all Units from time-to-time on twenty four (24) hours prior notice given to any Unit Occupant except in the case of emergency as reasonably determined by the Board, in which case immediate entry may be obtained. The cost of all routine periodic inspections shall be paid by the Corporation but any additional inspections that the Board causes to be performed to fulfill any legal obligation, or upon the request of a mortgagee or Unit Owner, or due to any pending or completed transfer of title to the Unit, or to ensure that deficiencies noted in a prior inspection have been remedied, shall be at the cost of the Owner of the Unit.

12. The Board has the right to have its representatives make such installations or perform such work (including, without limiting the foregoing, any repairs, installations or replacements as may be recommended in a report based upon an inspection hereunder) required to ensure that:

a. all required Unit Systems, Life Safety Warning Devices and Other Devices, are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;

b. the Unit's electrical system is in compliance with all applicable law and requirements of the Board;

c. all water using appliances, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;

d. all ducts and vent pipes are clean and free of flammable and/or other materials;

- e. all fireplaces, chimneys and flues are in compliance with all applicable law governmental legislation, regulations and building or other codes and in a proper state of repair and condition and clean and free of blockage and that chimneys and flues are free of flammable materials;
- f. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device the same service;
- g. all Unit Systems air heating and/or air-conditioning mechanisms are in good operating condition, all required Life Safety Warning Devices, are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board; and

all costs thereof and related thereto are the obligation of the Unit Owner of the Unit to pay. If the costs specified in this paragraph and/or the costs for any of the inspections that are the obligation of an Owner to pay are not paid when required by the Board such costs shall be added to the said Owner's contribution towards common expenses

### **Common Elements**

13. Subject to the further and other provisions of this Declaration, the Corporation shall maintain and repair all of the Common Elements of this Condominium Plan, including (for clarity only and without limiting the generality of the foregoing):

- a. maintaining and repairing the fences that surround and separate the rear yard areas of each of the Units;
- b. maintaining plantings within the concrete or brick enclosures located appurtenant to the front patio portion of the Units;
- c. maintaining all lawns and landscaping within the non-exclusive use Common Elements,

all in accordance with the property standards established by the Municipality and such additional standards as may be established by the Board or Corporation from time to time.

14. Without limiting paragraph 13 of this Article V of this Declaration, each Owner of a Unit must maintain and keep the front patio and rear yard portions of such Owner's Unit in a neat and tidy condition as required by the Board, and:

- a. each Owner shall maintain (including watering, seeding, and trimming) all lawns within the rear yard area of such Owner's Unit and is responsible for the maintenance and repair, in accordance with the property standards established by the Municipality and such additional standards as may be established by the Corporation from time to time, of gardens, plantings and landscaping located in the front, rear, or side yard, if any, areas of such Owner's Unit, that are permitted by the Board to be made pursuant to the provisions of this Declaration and the Act;
- b. Nothing may be stored in the front, rear or side yard, if any, areas or on the porches or decks or patios of a Unit, other than seasonal furniture or other decorative items permitted by the Board and located on a rear deck and/or patio, which the Board may require to be taken inside the Unit in the off-season;
- c. one barbeque that is in good operating condition may be kept, and (subject to applicable by-laws or regulations of the Municipality) made use of, on the deck and/or patio situated within the rear yard area of a Unit throughout the year; and
- d. the Corporation shall not be obligated to perform maintenance or repair of any part of the Common Elements (if any) for which a Unit Owner bears a duty as set out herein, but may do so where the Unit Owner fails to perform the same in an adequate or timely manner in accordance with the further provisions hereof and the Act.

15. All driveways and walkways of the Condominium Plan are to be kept in a snow free condition at all times. Unit Occupants are responsible for the removal of ice and snow from the driveways, porches and walkways appurtenant to or included in their own respective Units, including those located within the EUA's appurtenant to their Units.

16. If the asphalt or other hard surface area of any Common Elements area is damaged or in need of maintenance or repair because of the act or omission of any Unit Occupant or Visitor, the Unit Owner of the Unit in which the Unit Occupant resides or the Visitor has visited shall pay the costs of the maintenance or repair in question with such expense being deemed to be a common expense for which the Unit Owner in question is solely responsible.

### **Garbage and Recycling**

17. Garbage and recycling must be put out at curbside locations in accordance with the requirements of the Municipality.
18. Garbage is to be placed in garbage bags and then placed in secure containers designed for holding garbage that will withstand birds, rodents, vermin and pests so that the garbage bags are not torn by, entered or scattered by the same. All garbage shall be kept by Unit Occupants inside the Unit Occupants' Unit until the pickup days designated by the Municipality from time-to-time and shall not be left outside overnight. Each Unit includes a garbage room on the lower level by the garage, which is intended for that purpose.
19. Recycling is to be placed in appropriate containers (e.g., Blue Boxes, Green Boxes, etc.) designed for holding recyclable materials. All recycling shall be kept by Unit Occupants inside such Unit Occupants' Unit until the pickup days designated by the Board or Municipality from time-to-time. On pickup days, recycling for pickup shall be placed by Unit Occupants in such location or locations and by such time as are designated by the Board from time-to-time.

### **General**

20. All of the Condominium Plan, whether Unit or 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 Municipality. It shall be the duty of the Corporation to comply with and ensure and enforce compliance by Unit Occupants with the applicable provisions of all applicable site plan and other agreements entered into pursuant to the *Planning Act*, and all Municipality approved stormwater management facility, grading and drainage and landscape plans.
21. The Corporation shall ensure that the drainage in the Condominium Plan shall at all times conform to the Municipality approved overall drainage plan for the Condominium Plan and that drainage will not be altered without the approval of the Municipality; that roof water shall be discharged onto the surface of the ground and not be connected to the storm sewers without the approval of the Municipality; that there will be no construction of any accessory buildings or structures (including swimming pools) without the approval of the Municipality; that all drainage swales or other facilities will be maintained to provide surface water runoff in accordance with the Municipality approved drainage control plan.

## **ARTICLE VI: UTILITIES**

### **Metering**

1. It is intended that gas, electricity, water and/or every other utility supplied to a Unit shall be separately metered for such Unit, such that the costs thereof are to be paid by the Owner of the Unit to which the same are supplied and do not form part of the common expenses or budget of the Corporation.
2. All costs associated with utility services supplied to the Common Elements, if any, shall be common expenses.
3. If at any time any utility service supplied to the Units is "bulk metered" by the supplier of same, the cost thereof shall be included in the common expenses for the Corporation, unless and until the Municipality or supplier of the same shall install individual meters and charge for the supply thereof in accordance with the measurements on such meters, whereupon paragraph 1 of this Article shall apply in respect of the payment for usage of such utility supply. Additionally, the Declarant or the Corporation may elect to have installed, and to measure the usage of any bulk metered utility supplied to the Units by, private flow meters (or such other devices as permit recording of such supply to individual Units). If this is done and the same are installed and operating, the following provisions which shall apply and be in force and effect from the time that such private flow meters or other similar devices are installed and operating:

- a. Each Unit Owner is responsible to pay the cost of the utility supplied to such Owner's Unit as determined by the Board, which determination shall be based on the amount of such utility supplied by reference to the said meter or other similar device for such Unit. For the purposes of collecting such payments, the Board may in its sole discretion acting reasonably estimate an amount to be paid each month by the Owner(s) of each Unit and shall then make an annual or other periodic adjustment (the actual timing thereof to be determined by the Board in its sole discretion) in accordance with the actual charges by the supplier of such utility and the amount of such utility supplied to each Unit as determined by the Board's reading of the said meters or other similar devices.
- b. The monies to be paid for such utility pursuant hereto shall not be considered a budget item for the determination of the common expenses of the Corporation and no credit for any payment made by an Owner in accordance with these provisions shall be applied against such Owner's obligation to pay common expenses. However, any monies owing for such usage metered by private meters or other similar devices shall be a debt owed to the Corporation by the Owner(s) of the Unit in respect of which such usage is measured and shall be collectible as if the same were common expenses in arrears and for such purposes only shall be considered common expenses and therefore the subject matter of a lien pursuant to the Act if not paid upon request by the Board. Interest will accrue on arrears of monies owing for such utility service usage at the same rate as interest accrues on arrears of common expense payments.

#### **Payment by Corporation**

4. Although the Corporation shall not be obligated to pay any part of an Owner's arrears or other payments required from the Owner by the Municipality or supplier in connection with any utility service, the Corporation may in its sole discretion elect to do so. In the event the Corporation does pay any part of an Owner's arrears or other payments required from the Owner by the Municipality or supplier in connection with a utility service, such amount as well as any other costs, expenses or charges that arise on account of any act or omission of or by a Unit Occupant with respect to the supply of any utility service to the Unit in which such Unit Occupant resides, shall be the responsibility of the Owner who owns the Unit in question to repay to the Corporation and shall constitute common expenses of such Unit which are to be paid as and when required by the Board and may be the subject of a lien pursuant to the Act if not paid as and when required by the Board.

### **ARTICLE VII: PETS**

#### **General**

1. Any reference herein to the keeping of any pet or a pet being kept shall include a pet which is considered to be visiting in any Unit of this Condominium Plan or any part of the Common Elements of this Condominium Plan.

#### **Permitted Types and Breeds**

2. The only pets that can be kept within a Unit, subject to the further limitations set out in this Declaration and/or the Rules, are: domesticated dogs weighing 22 kilograms or less per Unit; domesticated felines typically referred to as "housecats"; parakeets, budgies, canaries, parrots and birds of that sort; small fish and/or turtles kept in one or more aquariums the total volume of which does not exceed 120 liters; usual children's pets, such as, for example only, gerbils, hamsters, rabbits and guinea pigs, in such numbers and subject to such other restrictions as may be prescribed by the Board from time-to-time; and except as stated herein, no animal, bird, insect or reptile, whether or not considered a pet, may be kept anywhere within this Condominium Plan. The Board is entitled to establish by resolution from time to time one or more lists identifying types of permitted or non-permitted pets consistent with the foregoing and further provisions of this Declaration and the Rules.
3. At no time shall there be more than two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat, kept in a Unit by a Unit Occupant. An exception to this provision is made for the situation where a Visitor's pet dog or cat attends at a Unit in which there already reside either two dogs, two cats, or a cat and a dog, provided such visit does not extend over the period of one day.
4. Despite any of the foregoing, because the presence of certain breeds of dogs or aggressive dogs or dogs which give the impression of being aggressive may give concern to other Unit Occupants, there shall be no dog allowed anywhere on this Condominium Plan of, or which are a cross of including one or more of, the following breeds or types: Pit Bull; Rottweiler; Doberman; Akita; or any sort of guard dog or dog originally bred for fighting or such other breed as the Board may

determine from time-to-time. In addition, 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 this Condominium Plan. It is within the Board's uncontrolled and absolute discretion to determine what breeds and what specific dogs are not permitted on this Condominium Plan, which discretion is not subject to being explained or questioned.

5. The Board has the absolute jurisdiction and authority to determine if any dog is a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed and to require the permanent removal of such dog from the Condominium Plan, provided that, upon the Board notifying a Unit Occupant that a determination has been made with respect to a dog that appears to reside in or visit such Unit, the Board may in its sole discretion give the Unit Occupant an opportunity to challenge such determination by submitting one or the other of:
  - a. a certified pedigree issued by the Canadian Kennel Club that positively identifies the dog in question by tattoo or microchip and confirms that such dog does not have any of such prohibited breeds in its pedigree; or
  - b. a completely unqualified written certificate to the Corporation that states therein the Corporation is entitled to rely on same from a veterinarian that certifies there is no doubt of any nature or kind that:
    - i. the dog examined by the veterinarian is the dog that has been designated by the Board as being a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed;
    - ii. and that such dog is not a member of a prohibited breed or a cross-breed whose lineage includes a prohibited breed.

No other evidence shall be considered by the Board to support any such permitted challenge. Such evidence shall not be relevant to a demand for removal from the Condominium Plan of a dog that the Board has determined to be aggressive or threatening or to be acting aggressively or in any sort of a threatening manner and the Board shall not be required to otherwise explain or justify its decision to order such removal.

#### **Care and Handling**

6. Pets must be accompanied by a Unit Occupant and kept on a leash held by a person and under reasonable control when not present in such pet's owner's Unit so as to not be a nuisance or cause irritation to other Unit Owners and/or Occupants.
7. If any pet should defecate in any area located within the Condominium Plan, the person accompanying the pet shall immediately clean up the soiled area and has a duty to do so. The Board has the right to collect the costs of actual clean-up of any defecation left anywhere within this Condominium Plan from the Unit Owner of the Unit in which such pet resides or visits in the event that the person accompanying the pet fails to immediately clean up the soiled area, with such costs being deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible.
8. It is the responsibility of the Unit Owner to ensure that no pet being kept within such Owner's Unit causes any disturbance or nuisance including, without limitation, excessive noise or offensive odour.

#### **Order for Removal**

9. No pet is permitted to be kept anywhere on the Condominium Plan that is:
  - a. Not permitted pursuant to the provisions of this Declaration;
  - b. not kept in a manner consistent with the provisions of this Declaration or the Rules; or
  - c. deemed by the Board (in its absolute discretion) to be to be a nuisance (including but not limited to being the cause of any excessive noise or offensive odour as determined by the Board).

The Board can require any such pet to be removed from the Condominium Plan. The pet in question must be removed from the Condominium Plan within fourteen (14) days from the date



such order is delivered to a Unit Occupant of the Unit in which such pet resides or visits, subject to the discretion of the Board to demand a shorter time period for removal where the pet in question is considered dangerous or its presence gives rise to a risk of property damage or personal injury to any person.

### **Medically Necessary Exceptions**

10. Any restrictions or prohibitions with respect to pets that are set out in this Declaration or the Rules are subject to one or more exceptions which can be made for medical reasons in the discretion of the Board reasonably exercised, upon receipt of adequate documentation including without limiting the generality of the foregoing, evidencing:
  - a. that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained seeing eye dog or trained seeing eye animal, and is necessary to any person with a right of access to the Common Elements of this Condominium Plan;
  - b. that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained hearing ear dog or trained hearing ear animal and is necessary to any person with a right of access to the Common Elements of this Condominium Plan;
  - c. that an animal which would otherwise be prohibited, is trained and used to assist a Unit Occupant with normal day to day activities that such Occupant, because of a physical disability, is unable to perform for him or herself, such as retrieving items, turning on and off of lights, assisting in propelling a wheel chair and other acts of a similar nature.
11. The necessity of a seeing eye dog (or other suitably trained animal), hearing ear dog (or other suitably trained animal) or other animal which would otherwise be prohibited, accompanying a person with a right of access to the Common Elements of this Condominium Plan must be established by sufficient documentary medical evidence of a physician licensed to practice in the province of Ontario. In addition, while one or more exceptions may be made as aforesaid, any such animal must be kept under reasonable control and not cause any undue disturbance or annoyance to any other Unit Occupant.
12. The Board has the discretion but not the obligation to permit other pets that might otherwise be prohibited, if the need for such other pet is established by sufficient documentary medical evidence of one or more licensed physicians in the province of Ontario.

### **ARTICLE VIII: PARKING**

1. Each of the parking spaces in this Condominium Plan is a portion of the common elements designated for the exclusive use of the Unit Occupants of a Unit.
2. In the absence of the prior written permission of the Board, the motor vehicle(s) of a Unit Occupant may only be parked in a parking space allocated to that Unit Occupant's Unit, or another parking space if subject of a duly and formally made lease with the Unit Owner having the exclusive right of use thereof, and no motor vehicle may be parked or left on any other portion of the Common Elements by anyone except with the prior written permission of the Board, which permission can be revoked.
3. Only motor vehicles that are operable, with a current motor vehicle license and such insurance as is required to permit the operation of that motor vehicle on the highways of Ontario, may be parked or driven anywhere on the Condominium Plan. Recreational vehicles shall not be parked or stored anywhere within the Condominium Plan and no part of a motor vehicle, while parked shall at any time extend into the Common Elements driveway beyond the boundary of the said driveway. There shall be no parking or storage of derelict vehicles of any kind on or in any Unit or the Common Elements of this Condominium Plan.
4. The condominium board of directors has the right to prohibit the parking within this Condominium Plan of any vehicle that is fuelled 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 in the garage of a unit or elsewhere within the Condominium Plan could pose a danger to the property and/or any of the Unit Occupants
5. No repairs or adjustments to motor vehicles shall be carried out on the Condominium Plan. No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, driveways or any other portion of the Common Elements. Other than as a

temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of gasoline, oil or other harmful substance from a vehicle.

6. Excessive idling of motor vehicles is not permitted in the Condominium Plan.
7. No vehicles may be parked in the Condominium Plan, other than as necessary for pickup or delivery of goods, the primary purpose of which is the carriage of goods or materials as opposed to the transport of people for non-commercial purposes.
8. The Condominium Plan does not contain space designated for Visitor parking.

#### ARTICLE IX: INDEMNITY

##### General

1. Subject to the application of any other provision of this Article IX, each Unit Owner shall indemnify the Corporation and as the case may be other Unit Owners against loss, costs, damage or injury caused to the Common Elements or any Unit because of any act or omission of any Unit Occupant of the said Unit Owner's Unit. Without limiting the generality of the foregoing, each Unit Owner shall indemnify to Corporation with respect to any expense incurred by the Corporation on account of a breach or other act or omission by the Unit Owner or any Unit Occupant of the Unit Owner's Unit relating to any provisions of this Declaration, the By-laws or Rules pertaining to parking, vehicles, pets and/or storage.
2. Other than amounts that the Corporation is entitled to collect on account of an order for costs or damages obtained pursuant to section 134(5) of the Act, which shall be added to the common expenses payable by the Owner in accordance with that provision, each Unit Owner shall also indemnify the Corporation for its legal costs and disbursements (including legal fees on a solicitor and client basis) incurred:
  - a. in effecting compliance by the Unit Owner or any Unit Occupant of the Unit Owner's Unit with the provisions of:
    - i. the Declaration, By-laws, Rules and/or the Act;
    - ii. any registered agreements with a Municipality including (without limiting the generality of the foregoing) pursuant to either or both of Sections 41 and 51 of the *Planning Act*, entered by the Declarant and/or any of its predecessors in title;
    - iii. any registered easement(s) and access agreements for the supply of gas, electricity, telephone and cable services to the Corporation entered into by the Declarant and/or any of its predecessors in title;
    - iv. any negative restrictive covenant agreements and/or building schemes to which one or more of the units and/or all or part of the Common Elements of this Condominium Plan and/or any of the assets of the Condominium (if any) is subject; and/or
  - b. in obtaining advice, reports, opinions or other services of any professional including without limitation a lawyer, public accountant, auditor, engineer or appraiser, on account of the excessive, unreasonable, unmerited, frivolous or vexatious demands or inquiries or other acts or omissions of the Unit Owner or any Unit Occupant or Visitor of the Unit Owner's Unit; and/or
  - c. in bringing or defending any court or tribunal application or other legal action in which the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit is an opposing party, or in participating, such as in the role of an intervenor or other third party status, in any proceeding involving the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit, other than a proceeding in which, at the conclusion thereof, the claim or defense of the Corporation is determined not to succeed; and

for the purposes of sub-clause b of this paragraph, the Board has the unfettered discretion, acting reasonably, to determine whether the demands or inquiries or other acts or omissions of a Unit Owner or any guest or occupant of the Unit Owner's Unit are excessive, unreasonable, unmerited, frivolous or vexatious, and to determine the amount of its costs of the applicable professional's

services that should be attributed to the Unit Owner's account.

3. Each Unit Owner is responsible for indemnifying the Corporation in accordance with the foregoing provisions even if the Unit Owner is not in possession of the Unit but has leased the same or granted any other right of occupation with respect to same.

#### **Mediation**

4. In the event of mediation involving the Corporation and a Unit Owner, including a mediation conducted as part of a proceeding before the Condominium Authority Tribunal, if the mediator or a settlement agreement pertaining to the mediation requires that all or part of the costs of such mediation are the responsibility of the Unit Owner, the costs that are so found to be, or agreed to be, the responsibility of the Unit Owner may be paid by the Corporation in the absolute discretion of the Board. If any such costs are so paid by the Corporation, the amount so paid shall be added to the common Expenses payable for the Owner's Unit. In such event the Board may send notice to the Unit Owner advising that the amount has been paid and specify a time for reimbursement thereof by the Unit Owner to the Corporation, and if such amount is not paid by the time so specified such amount shall be considered and for all purposes be common expenses in arrears owing on account of such Unit Owner's Unit as of the date on which such payment was due.

#### **Damage**

5. If damage should occur to a Unit, the Common Elements or an asset of the Corporation and:
  - a. was caused by an act or omission of a Unit Occupant or Visitor;
  - b. was not caused by the Corporation or any director, officer, agent or employee thereof; and
  - c. the Corporation has obtained and maintained coverage for such damage under an insurance policy;

then the amount that is the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy (regardless of whether or not a claim is made or proceeds are paid under the Corporation's insurance policy) will be the responsibility of the Unit Owner who owns the Unit in which the Unit Occupant or Visitor responsible for the damage resides or is/was visiting to pay to the Corporation, and the same shall be added the common expenses payable for such Owner's Unit and shall be considered and for all purposes be common expenses in arrears as of the date of demand by the Board and therefore capable of being recovered by the Corporation in accordance with the lien provisions of the Act.

6. With respect to any obligation of a Unit Owner to reimburse or pay the Corporation on account of damage to any Unit or the Common Elements, whether set out herein or the By-laws of the Corporation or in or pursuant to the Act, in the event such Owner has any right to be indemnified by another Unit Occupant or any other person, this shall be between the Owner and such other Unit Occupant or other person and shall not involve the Corporation or affect the Owner's said obligation to reimburse or pay the Corporation.

#### **Amounts Deemed to Be Common Expenses**

7. Any amount(s) that a Unit Owner is responsible to pay to the Corporation pursuant to any of the provisions of this Declaration shall be paid forthwith upon request by the Board for payment, failing which the said amount(s) shall be added to the common expenses payable by the Unit Owner to the Corporation and shall be considered and for all purposes be common expenses in arrears as of the date of demand by the Board and therefore capable of being recovered by the Corporation in accordance with the lien provisions of the Act.

### **ARTICLE X: MISCELLANEOUS**

#### **Condominium Management**

1. The Corporation is required at all times to have in place a contract for condominium management services with a duly licensed condominium manager and/or condominium management provider as such terms are used in the *Condominium Management Services Act, 2015*, as amended, or as comparable services and service providers may hereafter be defined under successor legislation

or in the relevant market in the event such legislation and licensing cease to be required or in effect. For clarity, this provision means that the Corporation must always have a condominium management contract in place and the Corporation may not decide at any time to be managed directly by the directors or officers of the Corporation as presently permitted under clauses 14 and 15 of section 2(1) of Ontario Regulation No. 123/17, except that a director or officer may provide such services if they are a licensed condominium manager and where (if such director or officer receives remuneration for such services) the provisions of section 40 of the Act and other applicable rules pertaining to conflicts of interest have been satisfied. Notwithstanding the foregoing, management by the directors or officers of the Corporation, without remuneration, on a short-term basis and while transitioning from one condominium management services contract to another, shall not be considered a breach of this provision.

Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Rajacan Developments Inc.**

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

Name: Joseph Dason

Office: President

I have authority to bind the corporation.

**Schedule A**

**Part of Lots 14 and 15, Plan M-298, being Part 1, Plan 66R-28463; in the City of Toronto**

*Any easements affecting title shall be set out on this Schedule if and when registered, up to the date of registration of this declaration against title to the lands.*

**Subject to ...**

**Together with ...**

Being all of PIN 21188-0234 (LT)

I am the solicitor who is registering this declaration.

In my opinion, based on the parcel register or abstract index 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 land and appurtenant interests.

Dated the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**CLIFTON KOK LLP**

By: \_\_\_\_\_  
Michael H. Clifton

**Schedule B**

**CONSENT**

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

**Condominium Act, 1998**

- 1. HMT Holdings Inc. has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number AT5111358 and amended by Number AT5171173, in the Land Registry Office for the Land Titles Division of Metro Toronto (No. 80).
- 2. HMT Holdings Inc. consents 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. HMT Holdings Inc. postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4. HMT Holdings Inc. is entitled by law to grant this consent and postponement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**HMT HOLDINGS INC.**

Per:

\_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation.

## Schedule C

## UNIT BOUNDARY DESCRIPTION

**Note to Purchasers:** *This is to advise that the actual monumentation for the following units is not available at the time of preparing this draft schedule for Rajacan Developments Inc.'s disclosure statement, however, the unit boundaries will be more particularly defined in the final Schedule "C" at the time of registration. Therefore, the following is an approximation only of the proposed unit boundaries, and are accordingly subject to change.*

*The intention is that the Units will have a modified form of "traditional" unit boundaries, such that while most of the interior components of the homes (i.e., from the drywall in) will be part of the unit, the usual exterior components will be a mix, with some (e.g., roof, exterior envelope, yard and driveway, porch, patio, etc.) form parts of the Common Elements, and others (i.e., windows, skylights, and doors) are part of the Unit (and therefore the Unit Owners' responsibility to maintain, insure and repair). The Unit boundary description set out below may be altered by the project surveyor prior to registration.*

Each Unit, being Units 1 through 4, both inclusive, on Level 1, as illustrated in Part 1, on Sheets 1 to \_\_\_\_, of the Description.

1. Each Unit is bounded horizontally by:
  - a. The backside face of drywall on all perimeter/exterior walls and backside face of drywall on partition walls separating units as illustrated in Part 1, on Sheets 1 to 5, of the Description; and
  - b. the unfinished exterior surface of window frame and the exterior surface of all glass panels located therein; and
  - c. in the vicinity of exterior doors the boundary shall be the unfinished exterior surface of the door and door frames; and
  
2. Each Dwelling Unit is bounded vertically by:
  - a. the upper surface of the concrete floor slab surface beneath the unit in the vicinity of the basement floor and slab above the parking component as illustrated in Part 1, on Sheet \_\_\_\_, of the Description; and
  - b. in the vicinity of the ceiling above the attic area the boundary shall be the underside or unit side surface of the wood sheathing as illustrated in Part 1, on Sheet \_\_\_\_, of the Description; and
  - c. In the vicinity of the skylights the boundary shall be the exterior surface of Plexiglas/glass skylight and the exterior surface of frame as illustrated in Part 1, on Sheet \_\_\_\_, of the Description.

The undersigned hereby certifies that the written descriptions of the monuments and boundaries of the Units contained herein accurately correspond with the diagrams of the Units shown on the plans of survey comprising the Description.

Dated: \_\_\_\_\_, 20\_\_.

J.D. Barnes Ltd.

Per:

\_\_\_\_\_  
[Name], O.L.S.

NB: 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 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.

## Schedule D

**PROPORTIONS OF COMMON INTERESTS  
AND CONTRIBUTIONS TO COMMON EXPENSES**

*The numbers set out in this schedule could change prior to registration of this Declaration. It is intended that the Units will contribute to the common expenses and possess shares of the common interests in equal proportions. As units are added to the development in future phases, some rounding may be done to ensure the total of each column is equal to 100%, such that proportionate shares may not be identical although for practical purposes the intention is that they should be substantially equal or different only within pennies.*

<b>UNIT</b>	<b>LEVEL</b>	<b>PROPORTIONATE SHARES OF CONTRIBUTIONS TO THE COMMON EXPENSES EXPRESSED AS PERCENTAGES</b>	<b>PROPORTIONATE SHARES OF THE COMMON INTEREST EXPRESSED AS PERCENTAGES</b>
1	1	25.00	25.00
2	1	25.00	25.00
3	1	25.00	25.00
4	1	25.00	25.00
<b>Totals</b>		<b>100.00</b>	<b>100.00</b>



**Schedule E****COMMON EXPENSES**

“Common Expenses” means the expenses related to the performance of the objects and duties of the Corporation and includes all expenses specified as Common Expenses in the Act or in the Declaration of which this is schedule forms a part, including (without limiting the generality of the foregoing):

1. Anything that is determined by By-law to be a Common Expense.
2. Interest on arrears of Common Expenses calculated monthly from the date the Common Expenses were due at five percent (2.5%) above the commercial rate of interest per annum established and reported by any one of the five (5) largest chartered Canadian banks chosen by the Board in its absolute discretion from time-to-time as a reference rate of interest for the determination of interest rates that such chosen bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada as of the date that the Common Expenses in question were due. Such interest shall be deemed to be part of the Common Expenses that are in arrears. Any lien that arises because of the failure of a Unit owner to pay Common Expenses when due shall also include such interest. Such lien is not released until such interest is paid. If this rate of interest is not capable of being determined for any reason or is no longer in existence, the Corporation shall have the right to establish a rate of interest in lieu thereof by By-law. In such event all references to a rate of interest in the foregoing shall mean the rate of interest established by By-law.
3. A surcharge imposed by the Board, in its sole and absolute discretion, on the Owner(s) of any Unit, if any Unit Occupant(s) of such Unit is determined, by the Board in its sole discretion, to be using an excessive amount of any Corporation provided service, facility or utility (meaning any service, facility or utility paid for by the Corporation), which the Board is hereby empowered to impose. The amount of such surcharge shall be an amount that the Board of Directors in its absolute discretion determines represents the value or cost of the excess use by the Unit Occupant(s) of the Unit in question of any Corporation provided service, facility or utility and shall be considered Common Expenses owing by the said Unit Owner(s) which are due upon written demand for payment being made by the Board.

**Schedule F****EXCLUSIVE USE COMMON ELEMENTS AREAS**

Subject to the relevant provisions of the Act, Declaration, By-laws and Rules, the Unit Occupants shall each have the exclusive use and enjoyment of the areas identified in the table below as appurtenant to their respective Units, which exclusive use areas are illustrated and labelled in Part 2, on Sheets 1 and 2, of the Description.

<b>UNIT</b>	<b>LEVEL</b>	<b>PARKING SPACE</b>	<b>STORAGE ROOM</b>
1	1	P-1 & P-2	--
2	1	P-3 & P-4	--
3	1	P-5 & P-6	S-1
4	1	P-7 & P-8	S-2

**Schedule G**

**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:

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

- 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.  There are no underground garages.
- 5.  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.
- 9.  All installations with respect to the provision of electricity are in place.
- 10.  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\_\_

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

Seal