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**A proposed phased Standard Condominium Plan
under the *Condominium Act, 1998*
located in Tavistock, Ontario**

by



DISCLOSURE STATEMENT
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(under subsection 72 (4) of the *Condominium Act, 1998* – the “Act”)

Condominium Act, 1998

Declarant’s name: 2274581 Ontario Inc. (o/a Apple Home Builders).

Declarant’s municipal address: 3523 Huron Road, New Hamburg, Ontario N3A 3C5

Brief legal description of the property: Part of Lot 120 East of Fuhr Street, Part of Lot 121 South of Hope Street, Part of Lots 122 and 123, Municipal Complied Plan 307, and Part of Lot 35, Concession 13, all in the Township of East Zorra-Tavistock, County of Oxford; being part of PIN 00247-0725 (LT).

Mailing address of the property: c/o Apple Home Builders, 3523 Huron Road, New Hamburg, Ontario N3A 3C5

Municipal address of the property (if available): 53 Roth Street, Tavistock, Ontario

Condominium Corporation: Oxford Standard Condominium Corporation No. _____, which is to be a Phased Condominium under Part XI of the Act (known as the “Corporation”).

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

Purchasers should review all documentation.

In this Table of Contents,

- 1. “unit” or “units” include proposed unit or units;
- 2. “common elements” includes proposed common elements;
- 3. “common interest” includes a proposed common interest; and
- 4. “property” includes proposed property.

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

Matter		Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing declaration, by-laws, rules or other material in the disclosure statement
1. The Corporation is a freehold condominium corporation that is a standard condominium corporation which will be phased.		Refer to: Page 2 of the declaration, in second paragraph of the preamble prior to Article I, and Paragraph 1 of Article 1 on page 2 of the disclosure statement.
2. The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Paragraph 2 of Article 4 on page 4 of the disclosure statement.
3. The common elements and the units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act. Note: Enrolment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Plan Act</i> .	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Paragraph 2 of Article 4 on page 4 of the disclosure statement.
4. A building on the property has been converted from a previous use.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Article 5 on page 6 of the disclosure statement.
5. One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Paragraph 5 of Article 3 on page 3 of the disclosure statement, and Paragraph 1(a) of Article II on page 4 of the declaration.
6. A provision exists with respect to pets on the property.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 8 on pages 6 and 7 of the disclosure statement, and Article VII on pages 15, 16 and 17 of the declaration, and Article G on page 2 of the rules.
7. There exist restrictions or standards with respect to the use of common elements or the occupancy and use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Articles II, III, IV, V, VII and VIII of the declaration, and all of the rules.
8. The Declarant intends to lease a portion of the units. The portion of units to the nearest anticipated 25%, that the Declarant intends to lease is 0%.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Article 14 on page 8 of the disclosure statement.
9. The common interest appurtenant to one or more units differs in an amount of 10 per cent or more from that appurtenant to any other unit of the same type, size and design.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Schedule D on page 25 of the declaration, and Paragraph 12 of Article 24 on page 10 of the disclosure statement.
10. The amount that the owner of one or more units is required to contribute to the common expenses 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.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Schedule D on page 25 of the declaration, and Paragraph 13 of Article 24 on page 10 of the disclosure statement.

Matter			Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing declaration, by-laws, rules or other material in the disclosure statement
11.	One or more units are exempt from a cost attributable to the rest of the units.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Article 19 on page 8 of the disclosure statement.
12.	There is an existing or proposed by-law establishing what constitutes a standard unit.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 11 on page 7 of the disclosure statement, and paragraph 1 of Article 22 on page 9 of the disclosure statement, and Article XV starting on page 14 of By-Law Number One.
13.	Part or the whole of the common elements are subject to a lease or licence.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Article 20 on page 8 of the disclosure statement.
14.	Parking for owners is allowed: (a) in or on a unit (if unit a garage); (b) on the common elements; (c) on a part of the common elements of which an owner has exclusive use. There are restrictions on parking.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article D on page 1 of the Rules, Article VIII starting on page 17 of the declaration, and Paragraphs 14 to 17 of Article 24 on page 10 of the disclosure statement.
15.	Visitors must pay for parking. There is visitor parking on the property.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Paragraph 17 of Article 24 on page 10 of the disclosure statement.
16.	The Declarant may provide major assets and property, even though it is not required to do so.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Paragraph 6 of Article 24 on page 9 of the disclosure statement.
17.	The corporation is required: (a) to purchase units or assets; (b) to acquire services; (c) to enter into agreements or leases with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Paragraph 7 of Article 24 on page 9 of the disclosure statement.
18.	The Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant owns land adjacent to the land described in the description. (1) The current use of the adjacent land owned by the Declarant is vacant land with some of such lands being under construction for the phases of the Condominium.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 23 on page 9 of the disclosure statement, and Article 3 starting on page 3 of the disclosure statement.

Matter				Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing declaration, by-laws, rules or other material in the disclosure statement
(2)	The Declarant has made representations respecting the future use of the land. The disclosure statement contains a statement of the representations.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
(3)	Applications have been submitted to an approval authority respecting the use of the land. The disclosure statement contains a summary of the applications.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
19.	To the knowledge of the Declarant, the Corporation intends to amalgamate with another corporation or the Declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: Article 17 on page 8 of the disclosure statement.
20.	n/a			
21.	n/a			
22.	n/a			
23.	n/a			
24.	The Declarant intends to create one or more phases after the creation of the unit. Under clause 147 (1) (b) of the <i>Condominium Act, 1998</i> , the Declarant is not required to create a phase after the creation of the unit.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Refer to: Article 2 starting on page 2 of the disclosure statement
25.	Under clause 51 (h) of Ontario Regulation 48/01, no amendments to the declaration and description creating a phase may be registered after more than 10 years after the registration of the declaration and description that created the Corporation.			Refer to: Paragraph 5 of Article 2 on page 2 of the disclosure statement
26.	The disclosure statement includes information about each phase that the Declarant intends to create.			Refer to: Article 2 starting on page 2 of the disclosure statement
27.	n/a			

The purchasers’ rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Pages 7 and 8, inclusive, of the disclosure statement where sections 73 and 74 of the Act are reproduced.

This disclosure statement is made this 5th day of July, 2016.

DISCLOSURE STATEMENT



A proposed phased Standard Condominium Plan
under the *Condominium Act, 1998*
located in Tavistock, Ontario

by



This disclosure statement is made on July 5, 2016.

The Declarant is **2274581 Ontario Inc. (o/a Apple Home Builders)**.

The Declarant's address is 3523 Huron Road, New Hamburg, Ontario N3A 3C5.

The municipal address of the proposed condominium is 53 Roth Street, Tavistock, Ontario.

Unless otherwise defined in this document, terms herein that are capitalized will be terms defined in the *Condominium Act, 1998*, or the proposed declaration that accompanies this disclosure statement.

Article 1 – Applewood Estates

1. The Declarant proposes to develop a phased standard condominium plan pursuant to Part XI of the *Condominium Act, 1998* (the “Act”), which development is referred to in this disclosure statement as “Applewood Estates”. The proposed condominium land is to be assigned the municipal address of 53 Roth Street in Tavistock, Ontario and is referred to in this disclosure statement as the “Development Lands”.
2. Applewood Estates is proposed to contain a total of thirty-nine (39) townhomes when the development is complete. Each townhome is expected to be registered as a residential condominium unit (“Unit”) in a standard condominium plan. The townhome Units to be contained in Applewood Estates will be developed and marketed for sale in stages or phases as explained in more detail below in Article 2.
3. If Unit sales are slower or faster than anticipated, the Declarant reserves the right to develop Applewood Estates with fewer or more Units and/or to proceed with the project in fewer or more stages or phases. Further, the Declarant reserves the right to adjust the location of Units, access roadways, walkways at its discretion without further disclosure, provided the basic principles of the development are not substantially compromised.

Article 2 - Phasing of Applewood Estates

1. The Declarant currently proposes to develop and register Applewood Estates in a total of five (5) stages.
2. Under the Act, creation of a condominium requires registration of a document that establishes basic rights and obligations pertaining to the care and ownership of the property, which is called a “declaration”, and a survey plan – called a “description” – that illustrates how the property is defined and divided into Units and common elements. Where the condominium is a phased condominium, a single condominium comes into existence in stages with multiple registrations. The first stage is created by registration of the declaration and description over a portion of the lands proposed to become part of the condominium. This is sometimes referred to as the “initial registration”. Later, additional lands are added to the condominium by registration of amendments to the declaration and description. Each stage after the first stage is referred to in the Act as a “phase”. At the completion of registration of the declaration, description and all subsequent amendments, there will be just one condominium that is comprised of the lands subject of the initial registration and all subsequent phases.
3. The first stage or initial registration of Applewood Estates is proposed to include eight (8) Units and a portion of the proposed common elements. Each of the second, third and fourth stages of Applewood Estates is also proposed to contain (8) additional Units. The final and fifth stage of Applewood Estates is proposed to include seven (7) Units. The actual staging of the development and each phase may differ from this plan if it is necessary or deemed appropriate to do so.
4. The initial registration is anticipated to occur in or around the spring of 2017. Subsequent stages of the development may be registered in intervals of three to six months thereafter. However, the foregoing scheduling of registration is an estimate only and is included only because the Act requires the statement to be made. There really is no way of accurately estimating when registration of a phase or stage will occur. How quickly construction and marketing occurs will determine the number of phases and the timing of the registration of each phase.
5. The Declarant is not required to create a phase or add more Units to Applewood Estates after the initial registration or after the registration of any subsequent phase. No amendment to the registered declaration and description to create a phase may be registered more than ten (10) years after the initial registration of the declaration and description that created the Corporation.
6. The initial registration of Applewood Estates is proposed to contain all of the internal roadway that provides access to and from a public street. Cross easements to provide for or allow access to public roads, flow of water for drainage and all utilities and like services, will be created in the declaration and each amendment to declaration registered to create a phase in relation to the remaining Development Lands . There will also be easements to provide for the Declarant's construction activities across such lands.

Article 3 - Unit boundaries, uses and Unit owner obligations

1. The Units in Applewood Estates are to be “whole lot” condominium units. This means that the boundaries of each Unit shall be defined so as to include within such boundaries all of the townhome structure and the driveway, front and rear yard area adjacent to the said townhome.
2. The common elements of the proposed condominium shall consist of the internal roadway providing access to Roth Street and Rudy Avenue, the parking areas that are not private driveways, any fences constructed around the perimeter boundary of the condominium plan, exterior light standards, some landscaping areas, and any pipes, sewers, lines or other facilities providing services to the common elements and/or more than one Unit. It is intended that no part of the private townhome structures and adjacent driveways and yard areas will be defined as part of the common elements.
3. Purchasers are advised to carefully review Schedule C and the contents of the proposed declaration for Applewood Estates to further ascertain the extent of the Unit boundaries.
4. Each Unit is restricted for use as a residential dwelling. Various specific conditions and restrictions relating to use of the Units are set out in the draft declaration that accompanies this disclosure statement.
5. For clarity, none of the Units or proposed Units may be used for commercial or other purposes not ancillary to use as a residential dwelling, except as expressly allowed in the declaration.
6. Contribution to common expenses and common interest allocations shall be equal amongst all Units in Applewood Estates (there may be minute differences in the percentages assigned to some Units to ensure that the total of the percentages is 100.0000% as required by the Act). Following registration of the initial stage of the development, the percentage allocations of common expenses and common interest shall be 12.5000% for each Unit. The actual percentage allocations will change as each phase is registered, but the principle that each Unit will share equally with the others, as explained above, will remain the case.
7. Each Unit owner shall maintain and repair (including repair or replacement after wear and tear, failure and/or damage) such owner’s Unit and all improvements, including but not limited to, the furnace, central air conditioning, roof, exterior windows and doors, eaves troughs, plumbing and electrical system of such owner’s townhome.

For clarity, this means that the reserve fund of the Corporation cannot be used to effect major repair to or replacement of any part of a Unit. As such, each Unit owner shall be solely responsible for the costs of all maintenance, repair and eventual replacement of all components of such owner’s Unit (including the foregoing listed components) without contribution from the Corporation with the exception of grass cutting, landscaping, weeding and required yard maintenance of yard areas within each Unit other than watering, for which the Unit owner will be responsible.

For clarity, each owner is responsible for the following maintenance obligations (which are not exhaustive) in relation to such owner’s Unit:

- a. watering the grass and any plantings within the yard areas of such owner’s Unit on a regular basis;
 - b. maintaining any additional plantings installed by such owner whether within such owner’s Unit or on the common elements (if allowed); and
 - c. snow removal from and salting of such owner’s driveway and exterior walkways and porches.
8. A Unit owner must obtain the consent of the Board of Directors of the condominium (the “Board”) in the event any maintenance or repair (including replacement) of such owner’s Unit affects the exterior appearance of the Unit (including, but not limited to, windows, doors, roof, driveway, shared privacy wall/screen, and exterior cladding of the townhome), which consent the Board cannot unreasonably withhold. The Board is permitted to require that an owner include in such owner’s request for consent such details and specifications as the Board may require in order to determine whether to grant its consent, including but not limited to the type of materials to be used, the identity and qualifications of the installer and any insurance information. In the event the owners of more than one Unit jointly request consent to maintain or repair such owners’ Units, the request to the Board must include how such owners have agreed to share in the cost of the proposed maintenance or repair work.
 9. Similarly, no maintenance or repair with respect to any part of the roof structure of a Unit, any load bearing component of a Unit or a party wall separating two Units may be made without prior written consent from the Board, whether or not visible from the exterior of the Unit. The Board, in reviewing any request for such consent, may require 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 may impose any other condition the Board, acting reasonably, determines necessary in order to grant consent for the proposed maintenance or repair.

10. Further, no one shall make any change within or to a Unit that would:
- adversely affect noise attenuation features of the Unit or the structure in which the Unit is situate; or
 - diminish the fire rating of the Unit or the structure in which the Unit is situate; or
 - violate any applicable Building Codes, property standards or building regulations.
11. The Corporation shall maintain and repair (including repair or replacement after wear and tear, failure and/or damage) the common elements, including but not limited to:
- the removal of ice and snow from all common elements areas; and
 - the cutting of grass and the performance of any and all landscaping, weeding and required yard maintenance and the weeding and maintenance of the landscaped areas of the common elements.

As noted above, the Corporation will also perform lawn cutting and certain landscaping maintenance on the yard areas of the Units, other than with respect to watering and in relation to specific changes to the common elements that an owner have been allowed to make.

12. The obligation of the Corporation to remove ice and snow and to cut grass and perform landscaping, weeding and required yard maintenance within the common elements and the Units is subject to the proviso that the common elements areas and Units are accessible and not encumbered so as to impede convenient access. If a portion of the common elements is obstructed by a vehicle or otherwise at the time of attempted snow and/or ice removal or grass cutting, and if the obstruction is the responsibility of a Unit occupant, then the owner of the Unit of which such person 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 owner of the Unit in question.
13. Each owner of a Unit must keep the exterior areas of such owner's Unit in a neat and tidy condition as required by the Board, failing which, the Board shall have the option of performing said work as needed to comply with the foregoing requirement. Each Unit owner is responsible for paying the costs so incurred and such costs shall be for all purposes common expenses payable by the Unit owner in question.
14. The rear 1.2 meters of each Unit's rear yard is subject to a right of way in favour of every occupant or owner of a Unit in the Corporation for the purposes of allowing such persons and any equipment necessary to perform maintenance or repair to such person's Unit. In the declaration and in this disclosure statement, this right is sometimes referred to as the "Rear Yard ROP," where "ROP" stands for "right of passage".
15. Nothing may be stored, kept, placed, left or installed in the yard area of any Unit or on the porches or decks/and or patios of a Unit except for seasonal furniture, a single barbeque per Unit (restricted to the rear yard), planters, other common yard decorations or other items (which may be regulated by the Board and may be required to be taken inside the building during the winter months as may be required by the Board in its discretion).
16. The Declarant is entitled to complete all buildings and all improvements to the Development Lands, 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, 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 development have been sold and conveyed by the Declarant and until the Declarant has completed all of its work. The Declarant shall have exclusive use of six (6) visitor parking spaces at its discretion until it has completed the development.

Article 4 – Warranty

- 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.
- Applewood Estates is subject to the *Ontario New Home Warranties Plan Act*. The Declarant has enrolled the Units and common elements of the proposed condominium in accordance with that legislation.
- Since the Declarant is providing the *Ontario New Home Warranties Plan Act* warranty on Units that have not been previously occupied by tenants, no other warranties are provided.

4. 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.
5. 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.
6. The warranties set out in paragraph 4.a. above apply only in respect to claims made within one year after the Unit is completed for possession.
7. The warranties set out in paragraph 4.b. above apply only in respect to claims made within seven years after the Unit is completed for possession.
8. The warranties set out in paragraphs 4.c. to 4.g. above apply only in respect to claims made within two years after the Unit is completed for possession.

9. Appliances may be included in the purchase or lease of the Units. If included, the Unit owners will be responsible for the chattels and appliances from occupancy and to process any manufacturer's warranty claims themselves.

Article 5 - Conversion from Previous Use

No building on the property or a Unit or a proposed Unit has been converted from a previous use.

Article 6 - Utilities

1. Water, gas and electricity are proposed to be separately metered to each Unit by the supplier of the same and paid by the owner of the Unit to which the same are supplied. As a result, common expenses do not include any payments on account of such utilities supplied to a Unit.
2. All Units are heated by forced air using natural gas.

Article 7 - Prohibited Uses of or Changes to Units

1. *It is important that all Unit owners respect the obligation not to make changes to the exterior appearance of such owner's townhome and yard space and respect the restrictions on certain uses of such owner's Unit as set out in the proposed declaration, by-laws and rules of the Corporation. We provide a summary of some key restrictions below but purchasers are advised to review the proposed declaration, by-laws and rules of the Corporation provided along with this disclosure statement for more complete information as to your rights and responsibilities as homeowners in Applewood Estates.*
2. No one shall do anything (including any maintenance or repair) or make any change with respect to any part of the roof structure of a Unit both above and below the plywood sub roof sheathing, or to a load bearing wall, or to a party 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 provision does not apply to any Unit owned by the Declarant.

3. No owner is permitted to do the following in relation to such owner's Unit without obtaining prior written consent of the Board:
 - a. plant flowers, shrubs, or trees within such owner's yard area;
 - b. install a fence, privacy screen, shed, deck, gazebo or any other type of structure;
 - c. install or hang any window or door covering of any type that is not white or off-white in colour when viewed from the outside;
 - d. install telecommunication devices such as satellite dishes;
 - e. install any noise generating equipment (including central air units and furnaces);
 - f. change the layout of rooms or the location of any interior walls; and
 - g. use any room as a bedroom that was not designated as such on the architectural plans or description.
4. Owners cannot at any time obstruct the use of the Rear Yard ROP within such owner's Unit.
5. No window air-conditioning unit is permitted to be installed in any Unit.
6. Clotheslines, clothes trees, or similar devices or equipment that are not installed and used in accordance with Ontario Regulation 97/08 of the *Energy Conservation Leadership Act, 2006* are not permitted except with the express permission of the Board.

Article 8 - Permitted Pets in Applewood Estates

1. There are restrictions in the proposed declaration and rules of the Corporation in relation to the number and types of pets that may be kept by an owner in his or her Unit. Full details regarding restrictions on permitted

pets are set out in the proposed declaration and rules in your disclosure package.

2. By way of summary, and without intending to comprehensively explain the restrictions set out in the draft documents, permitted pets include a maximum of one (1) domestic dog weighing 22 kilograms or less and one (1) housecat in any one (1) Unit. Certain breeds of dogs are not permitted to be kept as pets in any Unit such as: Pit Bull, Rottweiler, Doberman, Akita, any sort of guard dog or dog originally bred for fighting, or such other breed as the Board may determine from time-to-time.
3. Other types of animals may be kept as permitted pets, such as: 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 (for example only, gerbils, hamsters, rabbits and guinea pigs) , Further, the condominium has discretion from time to time to prohibit dogs which may give rise to safety concerns by the residents and therefore be prohibited.
4. The Board is entitled to establish by resolution from time to time one or more lists identifying types of permitted or non-permitted pet.

Article 9 - Model Homes

The Declarant reserves the right to maintain one or more Units in any stage of the Applewood Estates development as model homes for marketing purposes until after the registration and sale of all Units in the proposed condominium. This will include the right of prospective purchasers to visit the model home(s) and park cars in the visitor parking areas. The Declarant also reserves the right to use the model homes in Applewood Estates during and after completion of the development to sell homes in any other projects of the Declarant and/or any of its related companies.

Article 10 - Condominium Declaration

The proposed declaration outlines, amongst other things:

- 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 Unit owners. A schedule to the declaration describes the boundaries of Units which separates them from the common elements. The common elements are comprised of everything within the condominium's boundaries that is not part of a Unit.);
- b. the percentage ownership that each Unit owner has in the common elements and the percentage contribution required of each Unit owner toward payment of common expenses; and
- c. some provisions of this disclosure statement and other provisions that affect the use of the Units and the common elements.

Article 11 - Condominium By-law

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; and
- h. mediation;

and the by-law further defines the "Standard Unit" for each of the Units in the Corporation. ***It is important that each owner be aware that the condominium's by-law will define the Standard Unit as only including that part of the Unit which is required to be completed in order to permit the Declarant to effect registration of the condominium. All "completion" items within a Unit over and above this vary basic level of construction will be deemed "improvements", as that term is used in the Act, and must therefore be insured by the Unit owner at the owner's own cost.***

Article 12 - 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 Units. New rules may be passed or existing rules may be amended or repealed by a vote of Unit owners 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 13 - Sale to Investors

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 14 - Leasing Units

The Declarant intends to sell all of the Units in the project and the anticipated per cent of Units that the Declarant intends to lease is zero (0) percent. However, the Declarant maintains the right to lease one or more Units that it does not sell.

Article 15 - Amenities

There are no amenities to be constructed within Applewood Estates.

Article 16 - Agreements

The Corporation will be required to enter into an Indemnity Agreement regarding Municipal and Utility Supplier Agreements Covenants and Schemes, a draft copy of which accompanies this disclosure statement. This agreement obligates the Corporation to comply with all applicable agreements, provide information that the Declarant needs for disclosure and registration of future phases, and comply with limitations on budget expenditures.

Article 17 - Amalgamation

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 18 - Other Payments

The Declarant's proposed budget for the first year of operation of Corporation does not include items that are not properly the responsibility of the Corporation to pay, including each of the following amounts that each owner of a Unit is responsible for paying:

- a. municipal property taxes, assessments, and levies applicable in respect of such owner's Unit;
- b. the supply of all utilities and services to such owner's Unit, such as water, sewer, natural gas, electricity, cable television and telephone;
- c. any insurance premiums with respect to the Unit for coverage over and above that which the Corporation is required to obtain pursuant to the Act and the draft declaration of the Corporation;
- d. maintenance, replacement and repair costs of all components of such owner's Unit; and
- e. replacement and repair costs of all appliances or fixtures of the Unit, including (if any) a water heater, water softener, air-conditioning equipment and furnace.

Article 19 - Units exempt from costs

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

Article 20 - Common element leases or licenses

The Declarant does not intend to enter into any agreement with a supplier to provide television and internet service to all Units by cable, satellite or direct transmission. No other leases or licenses over the common elements of the Corporation are contemplated other than the easement rights expressly set out in the draft declaration to allow for municipal and utility services to be provided to the Units and common elements.

Article 21 - Insurance Trust Agreement

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

Article 22 - Insurance

1. The Corporation only maintains insurance coverage on behalf of the owners to the extent required under the Act and the draft declaration on the common elements and those components of the Units defined as "standard" in the proposed by-law.
2. Each Unit owner must insure all components of such owner's Unit over and above the Standard Unit. Basically, the definition of the Standard Unit only includes that shell part of the Unit, including subflooring and drywall, which is required to be completed in order to permit the Declarant to effect registration of the condominium. All "completion" or finishing items within a Unit over and above this level of construction must be insured by the Unit owner pursuant to his or her own insurance policy. In order to ensure proper coverage is obtained, it is strongly recommended that each owner provide his, her or its insurance agent with a copy of the Corporation's proposed Standard Unit definition.
3. 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 with respect to condominium insurance to be properly advised as to what insurance is required.

Article 23 - Adjacent Lands

1. The Declarant owns land adjacent to the Development Lands, which land is currently vacant and to be developed by the Declarant as residential properties.
2. Should the Declarant decide not to register any portion of the Development Lands as part of the Applewood Estate condominium property, the Declarant reserves the right and may develop said land at its discretion.

Article 24 - Miscellaneous Matters

1. 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.
2. 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.
3. Plantings 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. The Declarant has no obligation to provide air conditioning to Units unless it has specifically agreed to do so elsewhere in a signed agreement to provide the same.
10. Chattels and appliances, if any, purchased with Units do not have any warranty from the Declarant. The

agreement of purchase and sale operates to assign any manufacturer's warranty. Unit owners will be responsible for the chattels and appliances from occupancy and to process any manufacturer's warranty claims themselves.

11. There are no restrictions or standards with respect to the occupancy or use of Units or proposed Units or the use of common elements or proposed 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 or proposed Unit differs in an amount of 10 per cent or more from that appurtenant to any other Unit or proposed Unit of the same type, size and design.
13. No owner of any Unit or proposed 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 or proposed Unit of the same type, size and design.
14. There shall be no parking or storage of derelict and/or Recreational Vehicles of any kind. In the absence of the prior written permission of the Board, motor vehicle(s) of a Unit Occupant may only be parked in:

a. The driveway portion of the Unit in which such Unit Occupant resides; and

b. the garage of such Unit (if there is a garage).
15. 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. Written permission can include signage designating parking for certain purposes or persons including permitting parking in areas designated for use by visitors.
16. Only automobiles, station wagons, sport utility vehicles, passenger vans, pick-up trucks or motorcycles may be parked in any permitted parking area. Without limitation of the foregoing, there shall be no vehicles parked in the Condominium, other than as necessary for pickup or delivery of goods of the type commonly known as a transport truck or of any other vehicle whose primary purpose is the carriage of goods or materials as opposed to the transport of people for non commercial purposes.
17. In the absence of the prior written permission of the Board, only bona fide visitors to a Unit may use the areas marked for visitor parking (if any). The Board has the absolute discretion to determine whether someone is or is not a visitor to a Unit or whether or not a person is a full or part time occupant thereof.
18. Garbage and recycling pickup will be performed by the municipality. Pickup will be curb-side for all of the Units.

The following provisions are required to be included in disclosure statements for all newly built condominiums.

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 proposed 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 Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change. 1998, c. 19, s. 74 (5).

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 Superior Court of Justice 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).

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 Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5). 1998, c. 19, s. 74 (8).

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).



BUDGET STATEMENT

**PROPOSED BUDGET FOR THE FIRST YEAR OF OPERATION FOLLOWING REGISTRATION OF
APPLEWOOD ESTATES AS A STANDARD CONDOMINIUM PLAN AND
FOR EACH SUBSEQUENT PHASE**

	Following Initial Registration (Total of 8 Units)	Following Registration of Phase 1 (Total of 16 Units)	Following Registration of Phase 2 (Total of 24 Units)
Landscape Maintenance	\$0.00 ¹	\$3,000.00	\$5,500.00
Miscellaneous Repairs (common elements only)	\$400.00	\$400.00	\$3,000.00
Snow Removal	\$0.00 ¹	\$3,750.00	\$5,800.00
Electricity (common elements only)	\$500.00	\$625.00	\$725.00
Insurance for Public Liability & Property Damage (common elements, assets, and to the standard unit only) and Property Manager, Directors' and Officers' Insurance	\$4,700.00	\$6,500.00	\$8,300.00
Financial Audit Fees	\$2,000.00	\$0.00	\$0.00
Management Fees	\$4,000.00	\$5,000.00	\$7,119.00
Administrative Expenses	\$0.00	\$400.00	\$600.00
Bank Service and PAP Charges	\$580.00	\$360.00	\$360.00
Performance Audit	\$600.00 ³	\$1,400.00	\$1,400.00
TOTAL PROJECTED OPERATING COSTS	\$12,780.00	\$21,435.00	\$32,804.00
Reserve Fund Study ²	\$575.00 ³	\$1,425.00	\$1,425.00
Reserve Fund Contributions from Common Expenses	\$2,575.00	\$3,925.00	\$5,225.00
TOTAL PROJECTED COMMON EXPENSES	\$15,355.00	\$25,360.00	\$38,029.00
Estimated Monthly Contributions per Unit	159.95 ⁴	\$132.08 ⁴	\$132.05 ⁴
Anticipated Total Reserve Fund Contribution from Unit Sales	\$2,000.00	\$4,000.00	\$6,000.00

This table is continued on the next page.

Explanatory Notes:

- ¹ The cost of these services will be paid by the declarant for the first year following Initial Registration. For further details, see the descriptions provided for such expense items in the latter part of this budget statement.
- ² Pursuant to the *Condominium Act, 1998*, the cost of reserve fund studies are to be paid out of Reserve Fund.
- ³ The declarant shall contribute a total amount of \$4,250.00 to assist the condominium in covering the cost of the first Reserve Fund Study and Performance Audit for Applewood Estates. For further details, see the descriptions provided for such expense items in the latter part of this budget statement.
- ⁴ The estimated monthly contributions are based upon equal distribution of the total projected common expenses amongst the Units.

	Following Registration of Phase 3 (Total of 32 Units)	Following Registration of Phase 4 (Total of 39 Units)
Landscape Maintenance	\$7,500.00	\$9,500.00
Miscellaneous Repairs (common elements only)	\$2,000.00	\$4,000.00
Snow Removal	\$7,500.00	\$8,000.00
Electricity (common elements only)	\$825.00	\$925.00
Insurance for Public Liability & Property Damage (common elements, assets, and to the standard unit only) and Property Manager, Directors’ and Officers’ Insurance	\$10,100.00	\$11,900.00
Financial Audit Fees	\$3,500.00	\$2,750.00
Management Fees	\$9,112.00	\$11,106.00
Administrative Expenses	\$800.00	\$960.00
Bank Service and PAP Charges	\$360.00	\$360.00
Performance Audit	\$1,400.00	\$1,400.00
TOTAL PROJECTED OPERATING COSTS	\$43,097.00	\$50,901.00
Reserve Fund Study	\$1,425.00	\$1,425.00
Reserve Fund Contributions from Common Expenses	\$6,325.00	\$7,225.00
TOTAL PROJECTED COMMON EXPENSES	\$49,422.00	\$58,126.00
Estimated Monthly Contributions per Unit	\$128.70 ⁴	\$124.20 ⁴
Anticipated Reserve Fund Contribution from Unit Sales	\$8,000.00	\$9,750.00

BUDGETING FOR APPLEWOOD ESTATES – PROJECTIONS AND ASSUMPTIONS

This budget statement is provided to satisfy the requirement of the *Condominium Act, 1998* (the “Act”) that the Declarant provide a proposed budget for the first year of operation of the proposed condominium corporation.

A budget is only a “best estimate” of expenses and cannot be expected to be exact in all respects. In particular, it should be noted that amounts are projected without the benefit of actual experience in the operation of this proposed condominium (since it has not existed before) and the line items represent anticipated expense items only. Although every effort has been made to be accurate and comprehensive in establishing this budget statement, actual expense items and amounts may vary from what is set out herein, and the declarant (while it retains control of the condominium) has the right to reallocate any surplus arising in respect of the amount allocated for any item to or amongst other item(s) at any time and from time to time.

Once the condominium is registered and a majority of the Units have been sold and transferred to purchasers, the declarant must turn over the control of the condominium to a new board of directors elected by the Unit Owners at the time. Therefore, notwithstanding this budget, if such elected board changes the budget and/or orders increases to or additional expenses and services, the actual costs of the condominium may be different than are set out herein. The declarant shall not be responsible for any such changes that result in a revenue deficit or costs overage during the first year from registration of the condominium.

This budget statement presumes the condominium will be managed effectively, such that unnecessary costs to do not arise, including without limitation that bills are paid in a prompt manner so that late fees and interest are not incurred.

The operating costs set out herein do not include:

- (a) repair or replacement of any part of the common elements and assets of the proposed condominium, since these amounts to be accounted for and paid from in the Reserve Fund of the condominium;
- (b) any maintenance, repair or replacement of any portion of the Units or common elements that by the terms of the proposed declaration or the Act a Unit owner is obligated to maintain, repair and/or replace;
- (c) any insurance deductibles (if any claims are made and the Corporation is responsible for the deductible, common expenses may increase to cover the same);

- (d)any inflation factor (the figures set out herein should be deemed amended from time to time to reflect applicable inflationary increases); and
- (e)any amount for applicable taxes.

This budget statement also does not account for cash flow issues during the first year. Cash flow difficulties may arise on account of certain costs that must be paid up front. If there are up-front costs that the declarant pays on behalf of the condominium, then it is anticipated the same will be repaid to the declarant as early as possible within the first year of operation of the condominium.

After the end of the first year following registration the Unit owners may experience increases or decreases to per Unit per month common expense contribution amounts as a result of such factors as inflation, tax increases, the recommendations arising out of the mandatory first year Reserve Fund Study and other factors that affect common expenses in the ordinary course.

Phasing

As explained in more detail in the Disclosure Statement accompanying this Budget Statement, Applewood Estates is a “**phased condominium**”. This means that Applewood Estates will be registered in stages while it is under construction, with each stage adding some completed Units and common elements until the whole proposed project is completed. Each stage after the Initial Registration is called a “phase”.

It is proposed that the Initial Registration, Phase 1, Phase 2 and Phase 3 will each include 8 townhome Units. Phase 4, the final stage of the development, will add 7 final townhome Units to complete Applewood Estates.

Costs following each Stage and upon completion of Applewood Estates

In order to provide purchasers with a reasonably accurate projection of costs and expenses of operating Applewood Estates as the phased condominium is developed in stages and upon completion, this Budget Statement projects the costs of operating Applewood Estates for a 1 year period following registration of each stage of Applewood Estates presuming phasing (being the number of phases as well as the number of Units included in each phase) proceeds as set out above.

As Applewood Estates is developed in phases, the declarant anticipates that the per Unit monthly common expenses contribution to decrease with the registration of one or more additional phases as set out in the expenses table at the beginning of this document. It is also expected that there will not be a one-year period between registrations of each amendment phase. As such, the figures set out in this budget may inevitably require adjustments.

Further, as noted above, the Declarant will have no control over the budget once a majority of the Units are sold and a board of directors for the Corporation is elected by the Unit Owners. **This could occur before any phases are registered, such that if you are purchasing a Unit in a subsequent phase, this budget may not reflect the actual budget of the Corporation and you should obtain a copy of the actual budget from the board of directors or property manager (if any).**

DESCRIPTION OF EACH EXPENSE ITEM APPEARING IN THE BUDGET

Landscape maintenance	\$0.00-\$9,500.00
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This includes landscape maintenance (including grass cutting, weeding, trimming, edging, seeding, etc.) of the common elements and exterior yard areas of the Unit (provided the Units are unobstructed). This does not include any maintenance of flower beds or any other plantings installed by an Owner within such Owner’s Unit or on the common elements, which maintenance responsibilities are solely of that Owner.

Further, this expense item does not include the cost of watering any lawns, flower beds or any other plantings located on the common elements or within a Unit. Each Unit owner is expected to water the lawn and any plantings within such owner’s Unit and also any lawn or plantings located on the common elements adjacent to such owner’s Unit.

The declarant has agreed to provide landscaping services to the condominium at no charge until Phase 1 of Applewood Estates is registered. As such, the above budget for the Initial Registration allocates \$0.00 to the cost of landscape maintenance. The declarant may continue to provide free landscaping services following registration of Phase 1 but at its discretion.

Miscellaneous Repairs (common elements only)	\$400.00-\$4,000.00
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This includes general and minor maintenance and repairs of the common elements, which are covered by the reserve fund.

Snow Removal	\$0.00-\$8,000.00
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This includes snow/ice removal and salting services from time to time for the common elements roadway and visitor parking spaces. **Unit Owners are responsible for the removing ice and snow from, and for the salting of, their driveway and front entrance way.**

The declarant has agreed to provide snow removal services to the condominium at no charge until Phase 1 of Applewood Estates is registered. As such, the above budget for the Initial Registration allocates \$0.00 to the cost of snow removal. The declarant may continue to provide free snow removal services following registration of Phase 1 but at its discretion.

Electricity (common elements only)	\$500.00-\$925.00
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The Units are individually metered for electricity and each owner is required to pay for his or her own Unit’s usage. This line item covers only the electricity usage by the condominium, such as for street lighting.

Insurance for Public Liability & Property Damage (common elements, assets, and Units to the standard unit only) and Property Manager, Directors’ and Officers’ Insurance	\$4,700.00-11,900.00
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This includes common element and standard Unit insurance for the condominium corporation, as well as directors’ and officers’ insurance and public liability insurance.

Owners must review the condominium documents to ensure that adequate insurance is purchased for their individual Units. The Corporation is responsible for insurance:

- for the Corporation as occupier of the non-exclusive use common elements;
- for directors and officers coverages and Property Manager and Municipality coverages as required by the Management Agreement;
- for damage to the common elements and basic shell “standard Units” as defined in the proposed Bylaw of the Corporation caused by major perils defined by the Act on a replacement cost basis subject to a reasonable deductible.

Unit Owners are responsible at their own expense to carry insurance coverage for:

- damage to all Unit components over and above the basic shell “standard Unit” as defined in the By-law;
- deductibles;
- liability coverages as occupiers of the Unit and exclusive use common element areas appurtenant to their Units;
- Unit contents;
- coverage that the declaration and/or By-laws require they carry; and
- such other coverages that it is prudent for a condominium Unit owner to carry.

It is up to the Unit Owners to verify the limits of the Corporation’s insurance coverage and to determine what additional coverage the Unit owner should carry.

Financial Audit Fees	\$2,000.00-\$3,500.00
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The Act requires an audit to be completed upon turnover of the condominium from the declarant to an owner-controlled board of directors. The anticipated cost of this turnover audit is included in the budget for the Initial Registration.

The Act offers an exemption of the requirement to perform an audit of a condominium’s annual financial statement where a condominium has less than 25 Units (provided all owners consent in writing to waive the requirement for an audit at an annual general meeting). The proposed budgets for Phase 1 and Phase 2 above have been prepared under

the assumption that all of the Unit owners will consent to waiving the annual audit requirement and, as such, do not include the costs of performing such audits while there are less than 25 registered Units in Applewood Estates.

Management Fees	\$4,000-11,106
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It is proposed that the condominium corporation shall retain Lee Management Solutions Inc., a professional condominium management company, to assist the board of directors in managing the condominium. The proposed terms of the management contract with Lee Management Solutions Inc. are detailed in the management agreement included with this budget statement. The anticipated Management Fees included in the above budgets assumes that the condominium corporation will enter into the attached contract.

Administrative Expenses	\$0.00 -\$960.00
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This is the estimated cost of photocopying, printing, postage, and other administrative expenses the condominium is expected to incur.

Bank Service and PAP Charges	\$360.00-\$580.00
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This includes the cost of maintaining two bank accounts for the condominium corporation for operating and reserve funds respectively and the anticipated bank charges for allowing pre-authorized payment of common expenses by owners.

Performance Audit	\$600.00-\$1,400.00
Reserve Fund Study	\$575.00-\$1,425.00

The Act requires a Performance Audit to be conducted by a professional engineer or architect within six (6) to ten (10) months following the registration of the Initial Registration and each Phase. The Performance Audit assesses the condition of the common elements and assets of the condominium.

The Act also requires a Reserve Fund Study to be conducted by a professional engineer within one (1) year following the registration of the Initial Registration and each Phase. As noted on the budget statement above, the cost of any reserve fund study is to be paid out of the reserve fund. The purpose of the Reserve Fund Study is to project forward what the costs of repair of the common elements and assets are anticipated to be over a 30-year period. Contributions to the Reserve Fund are generally based upon the conclusions and recommendations in such studies.

Depending on the timing of registration of the phases, it may be possible to complete the required Reserve Fund Study and Performance Audit for more than one stage of Applewood Estates at the same time and by the same consultant or engineer, which would result in lower costs for the condominium corporation. The above budgets have been prepared under the assumption that such cost savings will be possible.

The declarant agrees to contribute the total amount of \$4,250 to the cost of the first Reserve Fund Study and the first Performance Audit commissioned by the condominium corporation.

Reserve Fund Contributions	\$2,575.00-\$7,225.00
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The Act defines the Reserve Fund as a fund to be set up by the condominium corporation in a special account for the major repair and replacement of common elements and assets of the condominium. A budget for the condominium that is made before the first Reserve Fund Study has been completed cannot project contributions that are an amount less than 10% of the budgeted operational expenses. The proposed contributions exceed this minimum standard and are likely more realistic for this property than such standard.

Anticipated Total Reserve Fund Contribution from Unit Sales	\$2,000.00-\$9,750.00
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The declarant is requiring purchasers of Units in Applewood Estates to pay as an adjustment on closing an amount of \$250 per Unit, which the declarant shall deposit in the Reserve Fund for the purpose of increasing the condominium’s reserves. In the event one or more Units in Applewood Estates are retained by the declarant, contribution to the reserve fund from Unit Sales will be less than anticipated in the above budgets.

CLOSING STATEMENTS

1. The amount presently established for the Reserve Fund contributions for the first year after Initial Registration of Applewood Estates is \$2,575.00, which is the equivalent of approximately 16.8% of the total common expenses collected and approximately 20.1% of the operating expenses not including the reserve fund.
2. A preliminary reserve fund study has not been completed at the time of the preparation of this budget. The contribution to the Corporation’s Reserve Fund amount in this Budget Statement is an estimate only. The

actual amount required, based on a properly completed Reserve Fund Study, may vary considerably from this estimate.

3. The Declarant has no actual knowledge of any pending law suits material to property that will comprise the Units, common elements and assets of the Corporation that may affect such property after the registration of a deed to a Unit from the Declarant to a purchaser.
4. There are no current or expected fees, charges, rents or other revenue to be paid to or by the condominium corporation or by any of the Unit owners for the use of the common elements or other facilities related to such property.
5. There are no services which are not included in this Budget Statement that the declarant provides, or expenses that the Declarant pays, and that might reasonably be expected to become, at any subsequent time, a common expense.
6. This Budget Statement incorporates an assumed inflation factor of 0% (based on an assumed condominium registration date of 2017) and is inclusive of applicable sales tax where possible. This Budget Statement (and all figures reflecting expenses set forth herein) must be read and construed as automatically being increased by 3% per annum or the actual inflation rate in the particular budget expense after registration. Increases in some items may be greater than this, particularly with respect to utilities. All figures reflecting utilities costs must be read and construed as automatically being increased as indicated, which may result in higher common expenses relative to these items.

THIS DECLARATION is made and executed by **2274581 Ontario Inc.**, which is described herein as the “Declarant” and is the owner of the property described in Schedule A, upon which are located **EIGHT (8)** residential condominium units.

The registration of this Declaration and its related description will create a Freehold Standard Condominium Corporation that is a Phased Condominium Corporation to which Part XI of the *Condominium Act, 1998* applies.

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 Act.

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;
 - b. “Amending Act” means the *Protecting Condominium Owners Act, 2015*, S.O. 2015, c.28;
 - c. “Board” means the board of directors of the Corporation;
 - d. “By-law” or “by-law” means a by-law of this Corporation, unless expressly stated to be otherwise (e.g., where reference is made to a municipal by-law);
 - e. “Condominium Plan” means the condominium plan created by the registration of this Declaration and the related description with respect to the Land and by the registration of amendments thereto from time-to-time;
 - f. “Corporation” means the condominium corporation created by the registration of this Declaration on the title to the lands described in Schedule A;
 - g. “Declaration” means this declaration as amended from time-to-time;
 - h. “Declarant” means 2274581 Ontario Inc.;
 - i. “Land” or “Lands” means the lands described in Schedule A including the servient lands described in Schedule A;
 - j. “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;
 - k. “party wall” means any interior wall that is a dividing partition separating two adjoining Units;
 - l. “Recreational vehicles” means boats, trailers, snowmobiles, personal water craft, and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one or more persons;
 - m. “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;
 - n. “Rule” or “rule” means a rule of this Corporation;
 - o. “Unit” or “unit” means a unit as defined in the Act;

- p. *“Unit Occupant” or “Unit Occupants”* means either singularly or collectively, as required by the context, any Unit Owner (whether or not a resident of a Unit) and:
- i. all members of such Unit Owner’s household regularly dwelling in the said Unit, and/or a tenant of the said Unit, and all members of such tenant’s household regularly dwelling in the said Unit; and
 - ii. any other person in actual and permitted occupancy of the said unit in this Condominium Plan.
- q. *“Unit Owner” or “unit owner”* means the owner or owners of a Unit, as do the general terms “Owner” and “Owners” respectively;
- r. *“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 Land; and
- s. 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 said terms shall have the meanings ascribed to them in subsections 89 (2) and 90 (2) of that version of the Act in effect on March 31, 2016, until the coming into force of subsection 1 (16) and section 82 of Schedule 1 of the Amending Act, 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 Land or interests appurtenant to the Land 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 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 owners of one or more designated Units and not by all the 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 53 Roth Street, Tavistock, Ontario.
12. The mailing address of the Corporation is c/o 2274581 Ontario Inc., 3523 Huron Road, New Hamburg, Ontario N3A 3C5.
13. The address for service for the Corporation is c/o 2274581 Ontario Inc., 3523 Huron Road, New Hamburg, Ontario N3A 3C5.

ARTICLE II: UNITS

Provisions Relating to Use and Occupancy

1. The Units are to be used as residential dwellings only; 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.

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

2. 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 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 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.

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

3. No more than two (2) full- or part-time students at a post-secondary educational institution may at the same time be Unit Occupants of any Unit without the express and written consent of the Board, which consent may for any reason be arbitrarily withheld. For the purposes of this provision, a post-secondary educational institution means, without limiting the generality of that term, any educational or training institution that is recognized by the government of Ontario or any of its agencies or by the government of Canada or any of its agencies that, within their respective jurisdictions, is responsible for registering, accrediting, supervising or regulating institutions issuing any post-secondary educational credential (diploma, certificate or degree), which, for clarity, does not include any school the affairs of which are regulated under the

Education Act of Ontario except with respect to any adult or continuing education programs offered therein. This provision does not apply to any Unit owned by the Declarant.

4. No Unit owner shall lease such Owner's Unit to any person whose occupancy would be contrary to the provisions of this Declaration and until such Owner delivers to the Board:
 - a. A written statement signed by the 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 which, such tenancy is not permitted. This provision does not apply to the Declarant.

Unit Components

5. Notwithstanding anything otherwise provided herein:
 - a. each Unit shall exclude 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
 - b. each Unit shall include all parts of a Unit's Unit Systems (as hereinafter defined), heating, ventilating and air conditioning (if any) 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 located within the Unit boundaries except for lateral feeds to and from the Unit.
6. 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.
7. Any sump pump that is installed at the time of original construction by the Declarant or as required by any applicable governmental legislation, regulation and/or building or other codes or by the Municipality, and all related pipes, wires, vents, and other equipment shall be deemed to be part of the Unit in or beneath which it is situate. If not initially required at the time of construction of the Unit by any applicable governmental legislation, regulation and/or building or other codes, neither the Declarant, the Board nor the Corporation has any duty to install any sump pump regardless of physical conditions and/or the presence of groundwater.

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 Land, 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 six common elements parking spaces in various locations 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 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 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 might result in damage or loss to the property. 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.

Access by Others

4. In order to facilitate access to the rear yard portion of each Unit for maintenance and/or repair purposes, each Unit is subject to a right of passage over and across the 1.5-meter wide portion of such Unit running along the entire length of the rear boundary line thereof, which right of passage is granted in favour of each Unit Occupant of such other Units located within the same block of Units as the Unit in question, and is to be used as is reasonably necessary by each Unit Occupant entitled to such use for the movement of equipment, materials, and/or persons for maintenance and/or repair purposes of such Unit Occupant's Unit. (Hereinafter, this right of passage over each Unit may be referred to as the "Rear Yard ROP".)
5. Each Unit and the common elements are subject to a right of access in favour of the Declarant, the Corporation, the Township of East Zorra-Tavistock, Oxford County, utility companies servicing the Lands, 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, Erie Thames Powerlines Corporation, Union Gas Limited, 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: USE OF COMMON ELEMENTS AND ALTERATIONS

Alterations, Generally

1. Except with the prior express written consent of the Board and the Declarant (while it owns any Unit):
 - a. nothing is permitted to be placed, left, installed, situate or otherwise be in the common elements;
 - 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 Land), 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 Land), 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.

Landscape and Plantings

4. In any portion of the front, side or rear yard of a Unit, plantings (including shrubs and trees) are only permitted with the prior written consent of the Board and the Declarant (while it owns any lands or Unit within the Land) and then only at locations preapproved in writing by the Board and the Declarant (while it owns any lands or Unit within the Land), which consent may be withheld and, if previously provided, revoked. No planting of any kind may be permitted that impedes or obstructs enjoyment of a Rear Yard ROP granted by paragraph 4 of Article III of this Declaration. Any plant, shrub or tree planted by a Unit Occupant or anyone else in a Unit may be ordered removed by the Board by such Unit's Owner, if such plant, shrub or tree has achieved, or may on maturity, achieve a height greater than that prescribed from time-to-time by the Board and/or is not properly maintained in accordance with reasonable nursery practices or becomes diseased or dies, so that its removal is reasonably warranted. Upon such order being made, the said plant, shrub or tree shall be removed, with the Board having authority to require the expense of such removal to be paid by the Unit Owner of such Unit in which the plant, shrub or tree was located, with such expense being deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible.
5. No trees within a Unit boundary that are existing trees at the time of registration of this Declaration may be removed by a Unit Owner.

Certain Installations, Additions and Alterations

6. No one shall do anything (including any maintenance or repair) or make any change with respect to any part of the roof structure of a Unit both above and below the plywood sub roof sheathing, or to a load bearing wall, or to a party wall or 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.

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

7. No fence, other than a fence placed by the Declarant, nor any extension of or addition to any such Declarant-installed fence, nor any privacy screen, garden shed, 'outbuilding', deck, gazebo, or other object or structure may be erected, installed or otherwise placed anywhere within this Condominium Plan without the prior express written consent of the Board and of the Declarant (while it owns any Unit or portion of the Lands). Such consent, if granted, shall not allow a fence

or other structure or obstruction to be installed that is contrary to the following provisions as well as such other conditions, restrictions or criteria the Board and/or the Declarant (while it owns any Unit or portion of the Lands) may impose:

- a. in order to facilitate use of any Rear Yard ROP granted in paragraph 4 of Article III of this Declaration, no fence or other structure or obstruction of any kind may be erected, installed or otherwise placed within or along any Rear Yard ROP that would substantially interfere with use of the right of passage; and
 - b. any permitted fence placed along the front boundary line of any Unit must contain a properly and easily functioning and unlocked gate permitting passing through such fence without obstruction.
8. Clotheslines, clothes trees, goods and technologies that have a purpose that is the same as a clothesline or clothes tree, and/or equipment that is necessary for the proper installation and operation of the foregoing that are not installed and used in accordance with Ontario Regulation 97/08 of the *Energy Conservation Leadership Act, 2006* or in accordance with any replacement applicable legislation are prohibited from being in any Unit except with the express written permission of the Board. Any such permitted items must at all times be kept in a good and proper state of repair and appearance by such Unit's Owner in which same are located in accordance with criteria as to state of repair, appearance and specifications established from time to time by the Board as reasonably required by the Board
9. There shall be no Telecommunication Device erected, fixed, resting by its own weight or otherwise, hanging or otherwise visible anywhere on the Land or any building or structure thereon or present or visible from any abutting street or any other Unit or common elements on any of the Condominium Plan, except such as are designed, installed and located in accordance with criteria established by the Board which has the authority to prohibit any and all Telecommunication Devices that are inconsistent with these restrictions.
10. Without limiting the generality of any of the foregoing, 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.
11. 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.
12. 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 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. Notwithstanding the foregoing, no repair or maintenance of any component of a Unit that may be seen from any other Unit and/or the common elements may be made without prior express written consent of the Board (including, but not limited to, windows, doors, roof, driveway, shared privacy wall/screen, and exterior cladding), which consent shall not be unreasonably withheld, and save and except:
 - a. the Unit Owner shall first inform the Board in writing of the proposed maintenance, repair or replacement requesting consent therefor and providing such details and specifications as the Board may require in order to grant such consent, including without limitation as to such matters as the make, model and style of any proposed replacement component, the materials and appurtenant equipment thereof, and the identity, qualifications and insurance status of the contractor or other person proposed to perform the same; and
 - b. the Unit Owner shall ensure that any replacement component is properly and effectively installed to at least the same standard and quality of workmanship as the installation completed by the Declarant, failing which any cost incurred by the Corporation in fixing the same shall be added to the common expenses payable on account of the Unit in question.

The Board is entitled to require an Owner requesting consent under this provision to provide at such Owner's expense such plans and specifications for any maintenance or repair of any component of such Owner's Unit, and to make additions, deletions or other revisions to same, as the Board acting reasonably determines is necessary for it to approve such work.

This provision applies with necessary modifications in the event the Owners of more than one Unit requests the Board's consent to carry out maintenance or repair of such Owners' Units jointly 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 repairs to their Units and each Owner's percentage share of such total cost.

3. 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 the each Unit's contribution to the common expenses in accordance with the Act.
4. 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.
5. If a construction lien is registered against one or more Units and/or the common elements of the Condominium as a result of maintenance or repair of one or more Units, the Owner(s) that 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 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

1. Each Unit shall be equipped at all times by the Unit Occupants with smoke detectors, fire detectors, carbon monoxide detectors and other life safety warning 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 "Life Safety Warning Devices"), as well as 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 (the foregoing being collectively referred to herein as the "Other 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.
2. Each Unit Owner must effect such repairs, replacements and maintenance in respect of such Unit Owner's 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), (the foregoing being collectively referred to herein as the "Unit Systems") hoses and hose fastening mechanisms (i.e., for dishwashers, water softeners, water heaters and/or washing machines) and the Life Safety Warning Devices and the Other Devices 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.
3. 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.
4. 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.
5. 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

Maintenance of Yard Areas, Driveways, Internal Roadways and Parking Areas

6. The Corporation, at the discretion of the Board, may be responsible for grass cutting, weeding and general maintenance of all yard and landscaped areas within the Condominium Plan (including any yard areas within the boundaries of a Unit), save and except that each Unit Owner is responsible for regularly watering grass and plantings located within the front, rear, and side yard, if any, areas within such Owner's Unit. In the event an Owner fails to regularly water the grass and plantings located within such Owner's Unit, the Corporation (and its agents, contractors, and employees) are permitted to use any exterior water tap of such Owner's Unit to perform the Owner's responsibilities.

7. Further and notwithstanding the foregoing, each Unit Owner is solely responsible for maintenance and repair of any permitted gardens, plantings and landscaping located in the front, rear, or side yard, if any, areas within such Owner's Unit.
8. Each Owner of a Unit must maintain and keep the front, rear, and side yard, if any, areas within such Owner's Unit, including all decks and/or patios and porches therein in a neat and tidy condition as required by the Board.
9. Nothing may be stored in the front, rear or side yard, if any, areas within a Unit or on the porches or decks or patios of a Unit. Only seasonal furniture or other decorative items permitted by the Board may be located on a rear deck and/or patio of a Unit, which the Board may require to be taken inside the Unit in the off-season. Only one barbeque that is in good operating condition may be kept on the rear yard, deck and/or patio of a Unit throughout the year.
10. All driveways, walkways and parking areas of the Condominium Plan are to be kept in a snow free condition at all times. The Corporation is responsible for the removal of ice and snow from the common elements roadway and parking areas. Unit Occupants are responsible for the removal of ice and snow from driveways, porches and walkways within their respective Units. If a portion of the common elements is obstructed by a vehicle at the time of attempted snow and/or ice removal by the Corporation, the Owner of the Unit in which the vehicle's owner is a Unit Occupant is responsible for the snow and/or ice removal prevented by such obstruction and for any costs or liabilities incurred by the Corporation on account of its inability to complete such snow and/or ice removal at that time.
11. All driveways, walkways and parking areas of the Condominium Plan are to be kept void of any obstructions at all times other than permitted motor vehicles in driveways and designated parking areas. No Unit Occupant shall cause or permit any obstruction to be placed or left anywhere on the driveways or walkways contrary to the foregoing. Each Unit Occupant shall keep the driveway of such Unit Occupant's Unit free of obstruction (other than permitted motor vehicles) at all times.
12. The Corporation is not responsible to remove snow and ice or to perform grass cutting where there is any obstruction (including, for example only and not intending to limit the generality of the foregoing, vehicles, equipment, debris, children's toys, animal waste, etc.) that in any way inhibits the ability to ordinarily perform such work with regular, full sized mechanized equipment. If the Corporation incurs additional costs to effect snow removal or grass cutting or other such work on account of obstructions, foreign materials or inaccessibility, all such costs shall be considered common expenses payable, in the case of a parking space, by the owner of the unit whose occupants the use of the space has been specifically designated, and in all other cases by the Unit Owner determined to be responsible therefor, and such additional costs shall be added to the amounts owing by such Unit Owner on account of common expenses.
13. 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 and an item of repair for which the Unit owner is solely responsible.

Provisions Relating to Sump Pumps

14. The Unit Owner of a Unit containing a sump pump that is designated as part of the said Unit shall:
 - a. ensure the same is kept hooked into an operable source of electricity and vented to the outside or such tile or sewer as set up at the time of first installation of the same and as required by any applicable governmental legislation, regulation and/or building or other codes and/or as the Declarant or the Board may prescribe from time-to-time;
 - b. be responsible for the cost of electricity consumed by the same; and
 - c. inspect, test, maintain, repair (including repair and replacement after wear and tear and/or damage) the same on a regular basis;to ensure that it is functioning properly at all times.
15. Regardless of whether or not any such sump pump is part of the common elements or the Unit, agents, employees and representatives of the Corporation or the Declarant are entitled to reasonable access upon 24 hours written notice (or no notice in case of an emergency) to the

basement area of any Unit where a sump pump is to be installed or is installed and to do such work within and to any such Unit as is necessary to install, operate, maintain, repair, replace and/or inspect any such sump pump. If any such sump pump is part of the Unit, the costs of such work as is necessary to install, operate, maintain, repair, replace and/or inspect any such sump pump shall be paid by the Unit Owner and if not paid when required by the Board such costs shall be added to the said Owner's contribution towards common expenses. Each Unit Owner shall keep the sump pit located in such Owner's Unit free and clear of debris at all times, keep the immediate space and area around the pump mechanism piping and wiring open and free and clear of all objects and not enclose or build in the pump mechanism piping and wiring in any manner.

Garbage and Recycling

16. Garbage and recycling must be put out at curbside locations along the internal private road or an internal centralized location designed to the satisfaction of the Municipality in accordance with the requirements of the Municipality. If at any time collection is provided of compostable materials (compost/green bin/yard waste) from the Condominium Plan, the foregoing requirements with respect to garbage and recycling equally apply to the pick-up and removal of the said compostable materials.
17. 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 building on such Unit Occupants' Unit until the pickup days designated by the Board or Municipality from time-to-time. On pickup days, garbage for pickup shall be placed by Unit Occupant(s) in such location or locations and by such time as are designated by the Board from time-to-time.
18. 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 the building on 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

19. All of the Lands, 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.
20. 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 Lands 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 will be maintained to provide surface water runoff in accordance with the Municipality approved drainage control plan.

ARTICLE VI: UTILITIES**Metering**

1. If usage of gas, electricity, water and/or any other utility supplied to a Unit is separately metered for a Unit, 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. If any such 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

3. 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:

- a. one (1) domesticated dog weighing 22 kilograms or less per Unit;
- b. one (1) housecat per Unit;
- c. parakeets, budgies, canaries, parrots and birds of that sort;
- d. small fish and/or turtles kept in one or more aquariums the total volume of which does not exceed 120 liters;
- e. 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. 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.
4. 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 Lands, provided that, upon the Board notifying a Unit Occupant that a determination has been being 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

5. 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.
6. 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.

7. 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.
8. 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 Lands. The pet in question must be permanently 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.

Medically Necessary Exceptions

9. Any restrictions, rules or prohibitions with respect to pets 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.
10. 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.
11. 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

General

1. For the purposes of this Article, "motor vehicle" means a regular passenger automobile, motorcycle, van, sport utility vehicle or pick-up truck, and does not include any recreational vehicle, commercial vehicle or equipment.
2. 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. Without limiting the foregoing, there shall be no vehicles parked in the Condominium Plan, other than as necessary for pickup or delivery of

goods, of the type commonly known as a transport truck or of any other vehicle whose primary purpose is the carriage of goods or materials as opposed to the transport of people for non-commercial purposes.

3. Recreational vehicles and/or equipment shall only be parked or stored within the Unit Owner's garage (and the door must be kept closed). No Recreational vehicles and/or equipment shall be parked or stored anywhere else within the Condominium Plan.
4. In the absence of the prior written permission of the Board, the motor vehicle(s) of a Unit Occupant may only be parked in the driveway and/or garage appurtenant to the Unit Occupant's Unit. 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. Written permission can include signage designating parking for certain purposes or persons including permitting parking in areas designated for use by visitors.
5. No part of a motor vehicle, while parked in a private driveway of a Unit, shall at any time extend into the common elements roadway beyond the boundary of the said driveway.
6. 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.

Visitor Parking

7. 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, however, in any event, no overnight parking is permitted in any area marked for or designated for visitor parking (unless permitted by the Board).

ARTICLE IX: INDEMNITY

General

1. 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 Units because of any act or omission of any Unit Occupant of the said Unit Owner's Unit.
2. A 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 any court or tribunal application or other legal action involving the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit pursuant to the Act or on account of the provisions of this Declaration; 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, 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.

Dated the ____ day of _____, 20__

2274581 Ontario Inc.

Per: _____

Name:

Office:

I have authority to bind the corporation.

Schedule A

Upon registration of the declaration and description, this Schedule will contain a legal description of that portion of the said land that is intended to form the initial common elements and units of the proposed condominium, as well as a description of the interests appurtenant thereto (including a description of every easement) that upon registration will be appurtenant to the land or to which the land will be subject.

It will also contain a legal description of the balance of the lands intended to form future phases of the proposed condominium (the “Servient Lands”) as well as any interests appurtenant to the Servient Lands including easements in favour of the initial registration lands.

Part of Lot 120 East of Fuhr Street, Part of Lot 121 South of Hope Street, Part of Lots 122 and 123, Municipal Complied Plan 307, and Part of Lot 35, Concession 13, all in the Township of East Zorra-Tavistock, County of Oxford; (hereinafter called the “Condominium Lands”);

Subject to ...

Please note that prior to registration of the declaration and description, an easement in favour of Union Gas is expected to be registered across the proposed development lands for the provision of service to the residential units by the said utility company.

Reserving ...

Together with ...

Being part of PIN _____ - _____ (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.

The following is a legal description of the servient lands:

...

Dated the ____ day of _____, 20__.

Clifton Kok LLP

By: _____
Xiaowen Liu

Schedule B

This Consent is a sample form only. If one or more mortgages are registered prior to submission of this Declaration for registration, this Schedule will contain a Consent in the form below executed by each mortgagee permitting such registration with respect to the Land.

CONSENT

1.

[Mortgagee] has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number _____ in the Land Registry Office for the Land Titles Division of Oxford County (No. 41).
2.

[Mortgagee] 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.

[Mortgagee] postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4.

[Mortgagee] is entitled by law to grant this consent and postponement.

Dated this ____ day of _____, 201____

[Mortgagee]

Per:

Name:
Title:

I have the authority to bind the Corporation.

Schedule B

This Consent is a sample form only. If one or more mortgages are registered prior to submission of this Declaration for registration, this Schedule will contain a Consent in the form below executed by each mortgagee permitting such registration with respect to the Servient Lands.

CONSENT
(Servient Lands)

1. **[Mortgagee]** has a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Number _____ in the Land Registry Office for the Land Titles Division of Oxford County (No. 41).
2. **[Mortgagee]** 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. **[Mortgagee]** is entitled by law to grant this consent.

Dated this ____ day of _____, 20__

[Mortgagee]

Per:

Name:
Title:

I have the authority to bind the Corporation.

Schedule C

UNIT BOUNDARY DESCRIPTION

The intention is that the residential units will have “whole lot” unit boundaries, such that all physical components of the townhome structure (including the roof, exterior envelope, windows and doors, heating, ventilation and cooling system, all interior finishing, etc.), some yard area, and the private driveway in front of each home shall be within the unit boundaries and form part of the unit.

The below unit boundary description may be altered by the project surveyor prior to registration.

The Units are bounded by the vertical and horizontal planes referenced to the walls and eaves of the building and monumented by iron bars and standard iron bars and corners and surfaces of the building as constructed, and as illustrated on Part 1, Sheet ____ of the Description filed concurrently herewith.

Each Unit shall comprise the area within the heavy lines shown on Part 1, Sheet ____ of the Description with respect to the Unit numbers indicated thereon, and are bounded by:

Horizontal

1. Where an exterior wall forms part of the boundary of a Unit, such Unit shall be bounded by the finished exterior surface of the poured concrete footing and its productions thereof vertically, the exterior surface of the waterproofing of the poured concrete foundation wall, the finished exterior surface of the exterior wall, windows, doors and their frames, the exterior surface of the aluminum soffits and facia, aluminum eavestrough and its production vertically.
2. The boundary between Units that share a party wall shall be the centerline of the party wall.
3. All other Unit boundaries are vertical plans controlled by ties to the building or structure and the survey monumentation shown on Part 1, Sheet ____ of the description.

Vertical

1. The Units are not limited vertically.

The undersigned certifies that the written description of the monuments and boundaries of the units accurately corresponds with the diagrams of the Units shown on Part 1, Sheet ____ of the Description.

Dated the ____ day of _____, 20__

Per: _____
_____, Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as 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. However, it is intended that the Residential Units will each pay an equal amount of the common expenses, and that each owner will enjoy an equal share of the common interests in relation to the Residential Units. Further adjustments, if any, made to this schedule will not derivate from the proposed equality of shares. As in this draft, however, the amounts may not be identical since some rounding is necessary to ensure that the total of the proportions set out in this schedule is equal to 100.0000%.

UNIT	LEVEL	PROPORTIONATE SHARES OF CONTRIBUTIONS TO THE COMMON EXPENSES EXPRESSED AS PERCENTAGES	PROPORTIONATE SHARES OF THE COMMON INTEREST EXPRESSED AS PERCENTAGES
1	1	12.5000	12.5000
2	1	12.5000	12.5000
3	1	12.5000	12.5000
4	1	12.5000	12.5000
5	1	12.5000	12.5000
6	1	12.5000	12.5000
7	1	12.5000	12.5000
8	1	12.5000	12.5000
Totals		100.0000	100.0000

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 Common Expense arrears calculated monthly from the date the Common Expenses were due at two percent 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

There are no parts of the common elements that are designated to be used by the owners of one or more designated Units and not by all the owners.

Schedule G

CERTIFICATE OF ARCHITECT
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

Note: This Schedule G pertains only to the Condominium Lands as defined in Schedule A hereto.

By-Law Number 1 of
Oxford Standard Condominium Corporation No. ____

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Article I. Interpretation and Effect

a. *(Definitions and Interpretation)*

In this by-law references to the “Act” are to the *Condominium Act, 1998*, its amendments and regulations including any successor legislation, and the terms used herein shall have the meanings ascribed to them in the Act, and:

1. The term “Corporation” means Oxford Standard Condominium Corporation No. ____;
2. The term “Director” refers to a member of the board of directors of the Corporation, and “Board” refers to such board of directors as a whole;
3. The term “Officer” refers to an Officer of the Corporation appointed or elected by the Board;
4. The use of the masculine gender shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa; and
5. The use of headings in this by-law is for convenience of reference only and shall not affect the interpretation of this by-law.

b. *(Effective Date)*

This by-law comes into force when the owners of a majority of the units of Oxford Standard Condominium Plan No. ____ (the “Condominium Plan”) vote in favour of confirming it, with or without amendment, and a copy of it is registered against title to such units in accordance with subsection 56(9) of the Act.

Article II. Board of Directors

a. *(Number of Directors and Terms of Office)*

There shall be three (3) members of the board of the Corporation. Their respective terms of office shall be one (1) year. Incumbent directors shall be eligible for re-election upon completion of their respective terms.

If more than one (1) director shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of members called for that purpose, the candidate receiving the greater number of votes shall complete the longest remaining term of the resigning directors, and the candidate receiving the next greatest number of votes shall complete the next longest remaining term, and so forth. If the votes are equal amongst the candidates, then the board itself shall determine which of the directors so elected shall have which of the remaining terms.

b. *(Notification and Consent to be a Director)*

Notification of candidacy pursuant to subsections 28(2) and/or (3) of the Act shall be deemed to be consent in writing to act as director for the purposes of subsection 30(3) of the Act unless the individual should, prior to or at the meeting and prior to the election, give written notice to the property manager (if any), the board or any member thereof that such individual has withdrawn his or her candidacy.

c. *(Indemnification of Officers and Directors)*

Every Director and Officer and his or her heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against,

- any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
- all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

No Director and Officer shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that the person sustains or incurs in or about an action, suit or other proceeding as a result of which the person is adjudged to be in breach of the duty to act honestly and in good faith.

d. *(Corporation shall purchase liability insurance for Directors and Officers)*

If the insurance is reasonably available, the Corporation shall purchase and maintain insurance for the benefit of a Director or Officer against all liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office except there shall be no such insurance provided to protect a Director or Officer against a liability, cost, charge or expense of the Director or Officer incurred as a result of a breach of the duty to act honestly and in good faith.

e. *(Deemed resignation)*

A Director is deemed to have resigned:

- If he or she missed more than fifty per cent (50%) of the meetings of the board in any six (6) month period or should he or she fail to attend three (3) sequential board meetings, however such deemed resignation may be overturned at the discretion of an unanimous vote of the remaining members of the board;
- forthwith upon becoming a party (be it applicant, plaintiff, complainant, defendant, respondent or otherwise) to a law suit or application wherein the Corporation is an opposing party to such director; or
- if a certificate of lien is registered under subsection 85(2) of the Act against a unit owned by such director, and such resignation shall not be voided upon discharge of the lien.

Article III. Meetings of the Board

a. *(Frequency, Time and Location of Meetings of the Board)*

The board may by resolution determine the frequency, times and specific locations of its meetings, provided that the board shall meet not less than once in every three-month period within any fiscal year of the Corporation.

No notice of the time, date or place of a meeting need be given to any director who was present at the meeting when the resolution with respect to the same was passed.

Any director may propose a time, date and location for a meeting of the board by providing notice thereof in accordance with the provisions of this by-law and the Act, which notice shall include an explanation of the purpose and proposed business of such meeting, and attendance at such proposed time, date and place by a quorum of the board shall cause such meeting to be deemed to have been validly called and duly constituted notwithstanding the absence of any other member(s) of the board.

b. *(Means of giving notice to the Directors of meetings of the Board)*

Notice of meetings of the Board is to be given in writing to each Director by:

- personal delivery of the notice of meeting at least forty-eight (48) hours before the time when the meeting is to be held;
- mailing the notice of meeting by ordinary mail at least seven days before the time when the meeting is to be held;
- facsimile (telecopier) transmission at least forty-eight (48) hours before the time when the meeting is to be held; or,

- any other generally accepted means of giving notice, electronic or otherwise as well as any means of notice that the Director to be given notice has agreed to in writing provided that such notice is given at least forty-eight (48) hours before the time when the meeting is to be held.

Notice is to be directed to the Director at the latest address, facsimile or electronic mail address of the Director as shown on the records of the Corporation.

c. *(Potential for meetings of the Board to be held by telephonic or electronic means)*

One or more Directors may participate in a meeting of the Board by means of such teleconference or other form of communications system permitted by the Act that allows all persons participating in the meeting to communicate with each other simultaneously and instantaneously. Any Director participating in a meeting by such means is deemed to be present at the meeting.

Notwithstanding the foregoing, all of the Directors must consent in writing to such means of holding a meeting generally or in respect of a particular meeting. Such consent is effective whether it is given before or after the meeting to which it relates. A general written consent to such form of meeting need only be given once by a Director and is effective for all subsequent meetings of the Board unless and until cancelled by an instrument in writing delivered to the Board by the Director in question.

Article IV. Meetings of Owners

a. *(Meetings to be held locally)*

All meetings of owners are to be held within the municipality in which the Condominium is situate or, at the discretion of the Board, the geographical region in which the majority of owners reside, and at such specific locations as the Board may determine by resolution in accordance with the further provisions hereof. Until the turn-over meeting of the Corporation meetings of the owners may be held anywhere in the province of Ontario.

b. *(Representation at meetings of corporate owners and those who do not attend or are unable to be present or represent themselves)*

The following persons may represent owners or mortgagees at meetings of the owners and may vote in the same manner and to the same extent as such owners or mortgagees:

- an executor/estate trustee;
- an administrator;
- an attorney for property;
- a committee of a mentally incompetent person;
- a guardian;
- a trustee;
- if a corporation is an owner or acts as one of the foregoing, any person duly appointed a proxy for such corporation; or
- a properly appointed proxy;

upon filing with the Secretary of the meeting sufficient proof of his, her or its appointment, prior to the commencement of the meeting in question.

c. *(Provisions relating to requisitioned meetings)*

A requisition for a meeting of owners may be made pursuant to subsection 46(1) of the Act by those owners who, at the time the Board receives the requisition,

- own at least 15 per cent of the units in the Plan,
- are listed in the record maintained by the Corporation under subsection 47(2) of the Act, and
- are entitled to vote.

In order to permit the Board to determine if the persons signing the requisition are shown on the register and entitled to vote, the names of all the requisitionists must be legibly printed or typed under the signature of each requisitionist.

Any signature that is not identified by a legibly printed or typed name of the signatory shall not be counted or otherwise considered in determining if the requisite percentage of owners have signed the requisition for meeting.

d. *(Provisions relating to the use of Proxies)*

Unless another form of proxy is provided by the Board with a notice of meeting, only the forms of proxy that are recommended pursuant to the regulations to the Act may be used at any meeting of owners. No other form of proxy is allowed. Notwithstanding the foregoing, such form of proxy may have added to it such additional instructions as are required by the grantor to ensure the proxy holder can act or vote at the meeting in accordance with the grantor's intentions are permitted to be added to the proxy.

At the discretion of the chairperson of any meeting of owners, proxies may be used as ballots for the election or removal of Directors.

e. *(Proxies and nominations for Directors from the floor of an owners' meeting)*

Since,

- (a) An instrument appointing a proxy for the election or removal of a Director at a meeting of owners is required by the Act to state the name of the Directors or candidates, as the case may be, for or against whom the proxy is to vote, and
- (b) a proxy may only vote for or against candidates listed in the proxy instrument,

therefore:

1. It is important for the meeting to be able to establish which candidates were voted for (or against) by a proxy. Consequently, any vote for a position on the Board at which one or more proxy holders are to vote must be conducted by use of a ballot that, if the proxy form itself is not being used as a ballot, must indicate if the ballot is being voted by a proxy and if so for which unit such vote is cast. Alternatively, as prescribed by section 52 of the Act, the vote can be conducted as a recorded vote should any person entitled to vote at the meeting request that a recorded vote be held either before or promptly after the vote.
2. In order to permit owners voting through a proxy to know the name(s) of any individuals running for the position of a Director at a meeting where an election of one or more Directors is to take place, only candidates who have given notification of their candidacy to the Board pursuant to subsections 28(2) and/or (3) of the Act may be nominated from the floor at such meeting, save and except in the case where there is an insufficient number of such candidates to fill all the positions to be elected at the meeting in question.

f. *(Provisions relating to the election of a Director to a reserved position on the Board)*

- i. The Act requires that where at least (15) per cent of the units of a condominium corporation are owner-occupied there must be one position on the board of directors designated such that only the owners of owner-occupied units may elect a person to or remove a person from such position (the "owner-occupied position"). A unit is considered "owner-occupied" where:
 - the unit is a residential unit;
 - the owner of the unit is entitled to vote at a meeting of owners to elect or remove a director; and
 - the record required to be kept by the Corporation pursuant to section 83(3) of the Act does not indicate that the unit was leased within the 60-day period prior to notice of the meeting being given.

An individual may stand for both the owner-occupied position on the Board and that of regular Board member. If an election is to take place at a meeting for both positions, the election for the owner-occupied position must be held first. Anyone who has stated an intention to stand for both positions and given notice as required by subsection 28(2) and (3) of the Act and who is elected to be the owner-occupied position is deemed to have withdrawn his or her candidacy for the regular Board position(s). However, should the said individual not be elected to be the owner-occupied position, such individual may then be considered for the position of a regular Board member at the election to be held following the election of the owner-occupied position at the same meeting.

- ii. Upon the coming into force of the *Protecting Condominium Owners Act, 2016*, which amends various provisions of the Act, the foregoing sub-clause 'i' of this clause 'f' is repealed in its entirety and the following shall be in effect:

If the Corporation is required in accordance with the Act to have a position on the board reserved for election by the owners of non-leased voting units, an individual may stand for election to both that position and that of regular Board member. If an election is to take place at a meeting for both positions, the election for the non-leased voting unit position must be held first. Anyone who has stated an intention to stand for both positions and has given notice as required by the relevant provisions of the Act and who is elected to be the non-leased voting unit position is deemed to have withdrawn his or her candidacy for a regular Board position. However, should the said individual not be elected to be the non-leased voting unit position, such individual may then be considered for the position of a regular Board member at the election to be held following the election of the non-leased voting unit position at the same meeting.

g. *(Provisions relating to the Record of Owners' Names and Addresses, and Voting)*

(Record of Owners)

For the purposes of the record of unit owners' names and addresses required to be maintained by the Corporation pursuant to the Act (the "Unit Owner Information Record"), and subject to the further provisions of the Act, each owner of every unit is required to provide the Corporation with written notice of such owner's name and unit number and, if wanted, the owner's current address for service (if other than the owner's unit) within 30 days of becoming an owner in the Corporation or within 30 days of this by-law coming into force and effect, whichever is earlier, as well as immediately upon there being any change to such owner's name and/or address for service.

In the event of any dispute or question as to the correct name and address for service for the owner of a unit, reference shall be had to the most recent written notice received by the Corporation in accordance with this provision and the same shall be deemed to be correct as at the date of such dispute or question.

In the event no such notice has been received by the Corporation with respect to a unit, for the purpose of preserving the owners' right to count toward quorum and vote in respect of any owners' meeting of the Corporation, and regardless of whether or not the owner of the unit resides in the unit, the name of the owner(s) as registered on title to the unit and the municipal address of the unit shall be deemed to be, respectively, the owner's name and address for service for the purposes of the Unit Owner Information Record and may be recorded therein as such.

Notwithstanding the foregoing, if an owner fails or refuses to deliver notice of such owner's name and unit number or other address for service at least 20 days prior to the date of any meeting of the Corporation, such owner shall not be entitled to notice of the same, notwithstanding such owner may retain the right to count toward quorum and vote at the meeting if attending the same.

(Multiple Owners)

For the purposes of ensuring that votes for each unit are properly cast and counted in accordance with the relevant provisions of the Act, the Board is entitled to require a unit owner:

- to inform the Corporation in writing as to whether the unit owner holds title to such owner's unit exclusively or as a "joint tenant" or "tenant-in-common" with one or more other owner(s) and to provide the legal name(s) of such other owner(s); and
- to inform the Corporation in writing of such owner's percentage ownership interest in the title to the unit where such title is held as a tenant-in-common; and/or,
- to provide a copy of the registered transfer/deed of such unit owner's unit to the Board;

and such information shall be entered into the Unit Owner Information Record upon receipt.

If the most current information provided by or on behalf of the owners of the Corporation for the foregoing purposes indicates:

- that there is more than one (1) unit owner of the unit, but fails to set out whether title to the unit is held in joint tenancy or as tenants-in-common, the Chair of the meeting shall proceed on the basis that the title is held in joint tenancy unless prior to the vote in question the Chair is provided with a copy of the most current transfer/deed of the unit or other reasonable evidence in the discretion of the Chair that establishes that title to the unit is held in other than joint tenancy; or,
- that title to the unit is held by the unit owners of such unit as tenants-in-common (including any tenancy-in-common share that is owned jointly as being deemed to be owned by all of the owners as tenants-in-common) but fails to provide what percentage share each of the owners holds, the Chair of the meeting shall proceed on the basis that the title is held equally as between or amongst the tenants-in-common unless prior to the vote in question the Chair is provided with a copy of the most current transfer/deed of the unit or other reasonable evidence in the discretion of the Chair that establishes that the percentage interests are other than equal as between or amongst the tenancy-in-common owners.

(Joint Tenants)

Where the Unit Owner Information Record indicates that title to a unit is held by unit owners as joint tenants, and only one (1) of the unit owners of the unit attends a meeting of the Corporation in person or by proxy, the Corporation shall be entitled to:

- count such attendance toward quorum for the meeting; and
- rely on a vote cast by such unit owner and treat the same as valid and representing and being the vote cast on behalf of all of the unit owners of the unit;

provided the Corporation has not been advised in writing to the contrary by any other unit owner of the unit in question prior to such vote being cast.

Where the Unit Owner Information Record provides that title to a unit is held by unit owners as joint tenants, and more than one (>1) of the unit owners of the unit attends a meeting of the Corporation in person or by proxy, the Corporation shall be entitled to:

- count such attendance toward quorum for the meeting; and
- rely on a vote cast by such unit owner(s) or any one of them and treat the same as valid and representing and being the vote cast on behalf of all of the unit owners of the unit;

provided:

- the Corporation has not been advised in writing to the contrary by any other unit owner of the unit in question prior to the vote being cast; and
- provided no other unit owner of the unit purports to vote on the same question by a separate vote; and
- no objection to the vote being made by such unit owner or owners, as the case may be, is made to the Chair by any other unit owner of the unit who is present at the meeting in person or by proxy, prior to the vote in question being cast.

In determining if the majority of the unit owners of a unit are agreed on how to exercise a vote, in circumstances where the unit owners of the unit who are present at the meeting in person or by proxy are evenly divided on how to exercise the vote, the Board shall assume that any owners of the same unit not present at the meeting in person or by proxy abstain from voting or having any opinion on the vote in question so that the vote cast for the unit in question shall not be counted.

(Tenants-in-Common)

If one (1) or more tenancy-in-common share(s) of the title to a unit is/are owned jointly as between or amongst the owners of the tenancy-in-common share, all of the owners of the unit shall be deemed to hold title as tenants-in-common and the joint owners of the tenancy-in-common share or shares of the title shall each be deemed to own an equal portion of the tenancy-in-common share of the title of which they are joint owners.

Where the Unit Owner Information Record provides that title to a unit is held by unit owners as tenants-in-common, and only one (1) of the said unit owners attends a meeting of the Corporation, the Corporation is not required to:

- count such attendance toward quorum for the meeting; or
- rely on a vote cast by such tenant-in-common unit owner or treat the same as valid and binding upon the unit;

unless the Chair of the meeting in question is satisfied that:

- such attendance (for the purpose of counting toward quorum) and/or casting of a vote (for the purpose of voting) is in person by either, the unit owner who possesses the majority ownership interest in the title to the unit, or unit owners whose interests taken together constitute the majority ownership interest in the title to the unit and such unit owners wish to cast a vote for the same conclusion or outcome; or
- such attendance (for the purpose of counting toward quorum) and/or casting of a vote (for the purpose of voting) is by proxy and:
 - the proxy is granted by an owner of the unit who possesses the majority ownership interest in the unit; or
 - the proxy is granted by two (2) or more unit owners of the unit whose interests taken together constitute the majority ownership interest in the title to the unit; or

- there is more than one (1) proxy each of which is granted by one (1) or more of the unit owners of the unit whose interests, when taken together, constitute the majority ownership interest in the title to the unit and such proxies wish to cast a vote for the same conclusion or outcome; or
- such attendance (for the purpose of counting toward quorum) and/or casting of a vote (for the purpose of voting) is by one (1) or more unit owners in person and one (1) or more unit owners by proxy, whose interests when taken together constitute the majority ownership interest in the unit and proxy(ies) and unit owner(s) wish to cast a vote for the same conclusion or outcome.

(Other Occupants)

Each owner of a unit must advise the Board in writing of the name of any person who occupies or lives in the unit owned by such owner forthwith upon any such person occupying or commencing to live in the unit.

Article V. Provisions Affecting Meetings of the Board and Owners

a. *(Chairperson of Meetings of the Board and Owners)*

The president of the Corporation is to act as chair of meetings of the Board and meeting of owners if the President is present at such meetings. If the President is not present at a meeting, the Secretary is to act as chairperson of meetings of the Board and owners. Despite the foregoing, those present at a meeting may vote to have someone else act as chair of the meeting, including, for example, the Corporation's solicitor or property manager.

b. *(Voting at meetings of the Board and owners)*

Voting at owners' and Directors' meetings shall be by ballot, show of hands or recorded vote.

With respect to votes by a show of hands, a declaration by the Chair as to the outcome of the vote and an entry to that effect in the minutes of the meeting shall, in the absence of specific evidence to the contrary, be accepted as accurate. In such case no other proof is required of the number or proportion of the votes recorded in favour of or against any question or resolution.

If voting by a show of hands is proposed, any Director or owner may demand (prior to the vote being taken) that voting take place by ballot. Such a demand may be withdrawn.

c. *(Rules of Parliamentary Procedure)*

The Board may by resolution decide from time to time the rules of parliamentary procedure (e.g., Robert's or Nathan's) to be adopted by the Corporation ("Rules of Order"). Such Rules of Order shall be the parliamentary authority of the Corporation. Notwithstanding the foregoing, at any duly constituted meeting of the Board or owners, the meeting may, by a vote of a majority of those in attendance who are entitled to vote at the meeting, adopt special rules of order or modify or suspend portions or all of such Rules of Order. Such adoption, modification or suspension remains in effect for such length of time as determined by the said vote and may extend if so determined by such vote to subsequent meetings.

d. *(Rescheduling of meetings lacking sufficient attendance)*

If, thirty (30) minutes after the time appointed for the holding of any meeting of Directors or owners, a quorum (which shall be the minimum number prescribed by the Act) is not present, or should such numbers of persons leave a meeting of Directors or owners at which quorum had been attained so that quorum no longer remains, the meeting shall immediately be adjourned.

Any such meeting of Directors that does not acquire or loses quorum shall be adjourned to a date, time and place that is established by a quorum of Directors and of which notice is given as prescribed herein and by the Act, failing which the same shall automatically be adjourned to the next regularly scheduled meeting of the Board notice of which need not be given to anyone.

Any meeting of owners that does not acquire or loses quorum shall be adjourned to a date, time and place that is established by the Board and of which notice is given as prescribed herein and by the Act. There is no different requirement for notice of such adjourned meeting than there is for any other meeting of owners.

Article VI. Officers

a. *(Appointment of Officers)*

The Board shall appoint or elect, as the case may be, a president ("President"), secretary ("Secretary") and treasurer ("Treasurer") as Officers of the Corporation. One person may hold the offices of Secretary and Treasurer at the same time.

The Board may appoint such other Officers, or assistants to any of the existing Officers, as it deems appropriate, including one or more vice-presidents and/or authorized signing officers, and may assign such duties to such other Officers and/or assistant Officers or may re-assign duties as between existing Officers and/or assistant

Officers, as the Board in its absolute discretion deems appropriate. The Board may, as it deems appropriate, change the titles and/or duties of any of the Officers of the Corporation.

Subject to any relevant provisions of the Act, an Officer does not need to be a member of the Board or an owner, but must be appointed by the Board by resolution.

The Board may remove any Officer at its pleasure by passing a resolution removing such Officer.

b. *(Duties of Officers)*

Subject to the further provisions hereof, the duties and responsibilities of Officers are determined by the Board. The following offices shall possess the following minimum duties and responsibilities:

(The President)

The President has the responsibility to generally supervise the business and affairs of the Corporation. The President may delegate some or all of his or her authority to another member of the Board. The President must be elected by the Directors by show of hands, or by secret written ballot if one of the Directors so requests.

(The Secretary)

The Secretary is responsible for giving notices of meetings or otherwise as required by the Act. The Secretary is responsible to ensure that proper minutes of meetings are recorded. The Secretary must use his or her best efforts to attend all meetings of the Board and owners. If the Secretary cannot attend a meeting, the Secretary may appoint someone deemed suitable by the Secretary to act in the place of the Secretary. The Secretary is the custodian of all books, papers, records, documents and other instruments belonging to the Corporation other than financial documents to be maintained by the Treasurer. The Secretary may, with the consent of the Board permit the property manager or such other person as the Board deems suitable to be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation.

(The Treasurer)

The Treasurer is responsible to see that proper financial records of the Corporation are kept. The Treasurer is also responsible for the safe keeping of financial documents and evidence of investment and liability. The Treasurer may, with the consent of the Board delegate some or all of the actual accounting responsibilities and safekeeping of documents to the property manager or such other person as the Board deems suitable.

c. *(Property Manager)*

The Board may appoint or hire a property manager and authorize such manager to manage some or all of the day-to-day affairs of the Corporation. The property manager may be delegated some or all of the responsibilities of the Officers of the Corporation, but is not an Officer of the Corporation.

d. *(Compensation)*

The Board may determine by resolution from time to time compensation to be paid to any Officer of the Corporation for services rendered in such capacity. Furthermore, reimbursement for reasonable out of pocket expenses incurred in connection with the fulfilment of an Officer's duties toward the Corporation shall be paid with such reasonable exceptions as the Board of Directors in their absolute judgement may determine by resolution from time to time. Where an Officer is also a Director, care shall be taken that no compensation is paid for such person's activities as a Director save and except in accordance with a duly enacted by-law of the Corporation authorizing the same.

Article VII. Banking and Execution of Documents

a. *(Free to deal with Banks, etc.)*

The Corporation may transact its financial affairs with such banks, credit units or trust companies as the Board may choose from time to time. The banking of the Corporation may be done by such Officers or assistant Officers or the property manager, and in such manner, as the Board may decide.

b. *(Most documents require two signatories)*

Subject to specific resolutions of the Board to the contrary, documents, including cheques, signed on behalf of the Corporation must be signed by any two Officers or Directors or by a Director and an Officer of the Corporation. No Director or Officer may be a signatory on a cheque made out to such Director or Officer or to a member of such Director's or Officer's family or to a business of which such Director or Officer is a principal or employee.

c. *(Specific resolution may permit one person to sign documents)*

The Board may by resolution direct a particular person to sign any specified document or set of documents, and specify that such document(s) need only be signed by such individual and no other person. A resolution giving general signing authority to just one person is not permitted unless such person is the property manager appointed by the Board and under contract to the Corporation.

Article VIII. Financial Matters**a. *(Year-end)***

The financial year of the Corporation shall end on the last day of August annually, or on such other day as the Board may, by resolution, decide from time to time.

b. *(Borrowing)*

Subject to the Act, the Directors may from time to time borrow money on the credit of the Corporation on behalf of the Corporation, whether by loan or by line of credit or by other legal means, provided such borrowing is authorized specifically by by-law or as otherwise permitted under the Act, and may:

- issue, sell or pledge securities (including bonds, debentures, debenture stock or other like liabilities) of the Corporation, save and except that no invitation shall be extended to the public to subscribe for any such securities; and/or
- charge, mortgage, hypothecate or pledge any existing or future real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any debt or liability of the Corporation.

c. *(Matters Relating to Common Expenses)*

- *Assessment*

(Regular Annual Budget)

The Board shall from time to time and at least annually prepare a budget for the next fiscal year or remainder of the current fiscal year. Common expenses are to be assessed to each unit based on such budget and in accordance with the percentages set out in the declaration.

(Notice of Annual Budget)

Notice of a budget described in the foregoing paragraph shall be delivered to all unit owners at least thirty (30) days prior to the date on which such budget is to come into effect. Such notice shall contain a copy of the proposed budget and shall set out the start and end dates of the period in respect of which the budget is made. The notice may also set out the amount of the monthly contribution to the common expenses of the Corporation assessed on account of the unit(s) owned by the particular owner to whom the notice is sent. Failure to deliver notice of such budget in the time set out herein shall not invalidate such budget.

(Special Assessments)

In addition, expenditures not contemplated in such a budget or which exceed the amounts set out in such a budget for contemplated items of expenditure may be assessed any time by the Board (a "Special Assessment"). In order to make a Special Assessment, the Board must serve notice of such on all owners. The notice shall include a written statement setting out the reasons for the Special Assessment.

- *Payment*

The owner of each unit must pay one-twelfth (1/12) of the annual assessment of common expenses levied on account of the unit of such owner on the first day of each month following delivery of such assessment until a new assessment is delivered to such owner. The proportionate share of any Special Assessment allocated to a unit shall be payable by the owner of such unit at such time or times as determined by the Board and set out in the written notice of such Special Assessment that is given to the owners.

- *Application of Payments to Oldest Arrears*

Subject to the further provisions hereof, all payments made toward the contribution to common expenses for a unit, whether with respect to the annual assessment or any Special Assessment or any other amounts duly deemed to be common expenses, shall, notwithstanding any direction by the owner of such unit to the contrary, be applied first toward payment of the oldest arrears of common expenses owing on account of the owner's unit.

- *Interest on Common Expenses Arrears*

Arrears of common expenses will bear interest calculated monthly at fixed rate of eighteen percent (18%) per annum.

- *Allocation of Payments made pursuant to a Lien*

Any payment made in response to a demand for payment of an amount owing pursuant to a lien arising under section 85 of the Act may be applied in the sole discretion of the Board toward paying all or part of any of,

- (1) arrears of common expenses that are not covered by the lien (provided only that if this is done the same shall be applied first toward payment of the oldest of such arrears),

- (2) arrears of common expenses giving rise to or otherwise covered by the lien (provided only that if this is done the same shall be applied first toward payment of the oldest of such arrears),
- (3) interest accruing in respect of any such arrears of common expenses, and
- (4) expenses covered by the lien as set out in the Act,

as the Board in its sole discretion determines is appropriate in the circumstances. Such decision of the Board must be evidenced by a written resolution of Board kept in the records of the Corporation. No such resolution of the Board in respect of any payment shall bind the Board with respect to the allocation of all or any part of any other payments made on account of the same unit or unit owner.

- *Legal Action to collect Common Expense Arrears*

In addition to any remedies provided by the Act, the Board may bring legal action for the collection of common expenses that have been in arrears for at least fifteen (15) days. If such action is commenced the Corporation is entitled to be indemnified by the defaulting owner as part of such action for all costs of such action including legal costs as between a solicitor and his own client.

- *Discharge or Release of Lien*

The Corporation shall not be required to discharge or release any lien until all arrears of common expenses, all interest accruing thereon and all other expenses covered by such lien have been paid in full.

- *Owner's Liability for Common Expenses Ends upon Transfer of Unit*

If any common expenses are payable after an owner transfers the title to the unit of such owner, such owner is not responsible to pay such common expenses. Any such common expenses shall be paid by the owner of the unit at the time such common expenses are payable.

d. *(Realty Tax Assessments)*

The Corporation is authorized, at the Board's discretion, to object to assessments under the *Assessment Act* or its successor legislation on behalf of owners provided it complies with the Act and its regulations. The costs thereof shall be a common expense of the Corporation.

The Corporation is authorized to defray the costs of a unit owner's objection to an assessment under the *Assessment Act* out of the common expenses, at the sole discretion of the Board.

Article IX. Insurance

a. *(Insurance Requirements)*

The Corporation shall maintain insurance as required by the Act.

b. *(Canada Mortgage and Housing Corporation ("CMHC") Insurance Requirements)*

Whereas CMHC has in the past dictated what insurance clauses must be within condominium documentation as a condition to providing mortgage insurance:

- Any reasonable insurance requirements that are required by any mortgagee on account of the requirements of CMHC or other recognized mortgage insurer or directly by CMHC or other recognized mortgage insurer shall be adhered to by the Corporation if such insurance is required as a precondition to providing mortgage financing or mortgage insurance. The foregoing is subject to the proviso that the Corporation does not have to place insurance that the Board is of the opinion is unusual or expensive.
- Any such requirements for insurance shall be made in writing by the mortgagee, proposed mortgagee or mortgage insurer. Any insurance placed in response to such request need only be kept in place for so long as the mortgagee has a registered mortgage with respect to one or more of the units of the Plan or in the case of a mortgage insurer for so long as such mortgage insurer has insured a registered mortgage with respect to one or more of the units of the Plan.

c. *(Deductibles)*

Upon the coming into force of the *Protecting Condominium Owners Act, 2015*, the following provisions shall be of no force or effect unless included in an amendment to the declaration of the Corporation:

- *Damage to Common Elements*

If damage should occur to part of the common elements and was caused by an act or omission of any occupant

of or visitor to a unit, and was not caused by the Corporation or any servant, agent or employee thereof, 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 owner of the unit in question to pay to the Corporation. Any right of a unit owner to be indemnified by any other person, including an owner or occupant of any other unit, on account of such amount, is a matter between the said owner and such other person and shall not involve the Corporation nor affect its right to payment from the said owner in accordance with this paragraph.

- *Damage to Units*

If damage should occur to a unit and such damage or any part thereof is repaired at the expense of the Corporation, then, provided that such damage was not caused by the Corporation or any agent or employee thereof, 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 owner who owns the damaged unit and shall be added to the common expenses payable on account of such unit. Any right of a unit owner to be indemnified by any other person, including an owner or occupant of any other unit, on account of such amount, is a matter between the said owner and such other person and shall not involve the Corporation nor affect its right to payment from the said owner in accordance with this paragraph.

Article X. Records

a. *(Inspection of Records)*

No owner (and in the case of joint owners this shall mean all such owners) or mortgagee may inspect any records of the Corporation except on at least two (2) days' prior written notice to the Board and then only after prepayment of the costs of such inspection as determined by the Board. Such costs can include costs billed by any property manager for such inspection and in preparing for same, costs of having someone attending to monitor such inspection and any other costs that the Board determines to be attributable to such inspection. Only one inspection per year is permitted without the prior written consent of the Board. If photocopies are made during such inspection the costs of same shall be paid before removal of the copies by the owner. The charge for photocopies shall be the same as that charged by the solicitor of the Corporation to the Corporation.

b. *(Records to be made available on an annual basis)*

Unless otherwise provided (such as with notice of an Annual General Meeting), a copy of the following documents shall be furnished free of charge once per year to any mortgagee or owner on demand: the most recent financial statement; the most recent report of the auditors; and minutes of meetings of the Board and of the owners (for up to one year prior to the date of request). Any request for more than one copy per year of such documents shall only be complied with upon payment of a reasonable sum representing the costs of production and supply.

c. *(Request to review records)*

A request for review of records must be on a written form prescribed by the Board listing what documents the owner or mortgagee wishes to review and which sets out the reason for such desire for review bearing in mind inspection must be for purposes reasonably related to the Act.

Article XI. Notice

a. *(How notice is to be given)*

Other than as set out in this by-law to the contrary, any notice, communication or other document, including budgets and notices of assessments, ("Notice Document") required to be given or delivered by the Corporation to an owner or mortgagee of a unit, shall be sufficiently given in accordance with the provisions of the Act, and any Notice Document shall be deemed to have been given by the Corporation and received by the recipient:

- if delivered personally, when delivered;
- if mailed, on the day it is mailed; or,
- if sent by other form of electronic transmission, upon such transmission being made.

b. *(Notice to the Corporation)*

Any Notice Document to be given to the Board or Corporation shall be sufficiently given by mailing the Notice Document by prepaid ordinary mail or registered mail to the address for service of the Corporation and shall be

deemed to have been received on the fifth business day following mailing (as evidenced by a post-mark on thereon).

c. *(Failure to give proper or any notice)*

Failure to give proper notice or any notice to anyone entitled to notice shall not invalidate any action taken at any meeting or other proceeding for which notice should have been given.

Article XII. Occupancy Standards

Section 57 of the Act allows the Corporation to establish by by-law standards for the occupancy of the units. Subject to sub-section 57(2) of the Act, no unit may be occupied by a number of persons that will result in a breach of the municipal or other legislated occupancy standards in force and applicable at the time to the unit.

Article XIII. Mediation

Any mediation involving any of the owners of units within the Plan and/or the Corporation shall, in the absence of a written agreement to the contrary by all participants be conducted in accordance with the following provisions:

Confidentiality

1. The mediation will be a confidential settlement process. Anything discussed in the mediation cannot be used in any proceeding by anyone.
2. Mediation sessions are settlement negotiations and disclosures are inadmissible during any further litigation or arbitration to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records or notes in any future proceedings. No transcripts will be kept of the mediation conference.
3. The parties shall not rely on or introduce as evidence in subsequent arbitral or judicial proceedings:
 - a. any views expressed, or suggestions made, by the other party in respect of the possible settlement of the dispute;
 - b. any admissions made by the other party in the course of the mediation;
 - c. the fact that the other party had indicated a willingness to accept a proposal or recommendation for settlement made by the mediator;
 - d. proposals made or views expressed by the mediator.
4. All mediation conferences shall be held in private.
5. The only persons entitled to be present without the consent of the mediator, shall be the parties and/or their representatives.
6. During the mediation process the mediator may disclose to either party any information provided by either party, unless the disclosing party has specifically requested the mediator to keep the information confidential. The mediator will not disclose to anyone who is not a party to the mediation anything (i.e., any materials submitted to the mediator) except:
 - a. where applicable, to the lawyers or other professionals retained on behalf of the parties or to non-parties consented to in writing by the parties, as deemed appropriate or necessary by the mediator;
 - b. where ordered to do so by a judicial authority or where required to do so by law.
7. The mediator may disclose to any party or to her or his counsel any information provided by the other party which the mediator and the party believe to be relevant to the issues being mediated unless a party or her/his counsel has specifically requested the mediator to keep such information confidential.

Summary of dispute

8. In order to facilitate a more complete understanding of the controversy and the issues to be mediated, the Parties will each provide the mediator with a written brief (of approximately 3 pages) of the controversy as they see it, not less than two days prior to the first mediation session.

Role of mediator

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

Voluntary participation

10. Following each party's initial attendance at the mediation session, each party's participation in the mediation is voluntary. Any Party or the mediator may withdraw from the mediation at any time for any reason.

Representation of Parties

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

Payment of mediator's fees and expenses

12. If a settlement is obtained, each party shall pay the share of the mediator's fees and expenses that the settlement specifies. If the mediation fails, the mediator shall specify, in the notice outlining the failure, the share of the mediator's fees and expenses that each party shall pay.

Choice and role of mediator and mediation agreement

13. The Parties shall sign the form of mediation agreement (if any) required by the mediator.
14. Mediation shall be conducted by one mediator.
15. If the parties to a mediation do not select a mediator within 60 days after the parties submit the disagreement to mediation the disagreement shall proceed to arbitration under the *Arbitration Act, 1991* and the mediation shall be deemed to have failed.
16. The selected mediator will not represent either of the parties in any subsequent related legal proceeding between the parties or where they are opposed in interest.

Initial Meeting

17. The mediator shall on a date established by the mediator after consultation with the parties and/or their solicitors meet with the parties and/or their solicitors to determine all procedural matters, including the following:
- a. what issues are in dispute and which matters, if any, can be agreed upon;
 - b. what documents, correspondence, books or records exist or can be produced, when they shall be produced or exchanged and by whom;
 - c. whether "on site" inspections and/or interviews shall be part of the proceedings;
 - d. the retainer of experts or consultants by the mediator;
 - e. the basis upon which the mediator's fees shall be calculated, secured and paid, including any deposit to be paid in advance;
 - f. clarification of any initial perceived bias and agreement on dealing with it;
 - g. whether special services such as interpreters, document translations or security measures are required, and how such services shall be provided and paid for;
 - h. fixing the locale where the mediation is to be held; and
 - i. setting the date, time and place of the initial mediation conference.
18. At the initial meeting, the mediator shall disclose any personal interest in the dispute, or any previous relationship with any of the parties, or any specific bias regarding any of the issues.
19. The initial meeting may be held by teleconference with the consent of all parties and the mediator.
20. The address for service for each Party shall be provided by the Parties to the mediator at the preliminary meeting and service to this address shall be deemed good and sufficient.
21. Any consensus reached at the preliminary meeting shall be recorded in writing by the Mediator and such records shall be sent within four days of that meeting to each of the parties.

Mediation Conferences

22. The mediator shall schedule the date, time and location for any subsequent mediation conferences after consultation with the parties and/or their solicitors.

- 23. Unless the Parties otherwise agree, a party may be represented by a lawyer or agent if prior notice including the lawyer or agent's name and address, is given to the mediator and other party(-ies) at least 3 (three) days prior to the mediation conference.
- 24. A mediation conference may be terminated at any time by any party, her or his counsel or the mediator for any reason.
- 25. Each party's representative has full authority to settle the dispute at the mediation conference, otherwise agreed in writing.
- 26. Where a party fails to attend or be represented at a mediation conference despite proper notice, the mediator may adjourn the mediation conference to a later date with 14 days notice to all parties, and costs may be assessed against the defaulting party.

Report of Settlement

- 27. Upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

Notice of failure of mediation

- 28. If any one or more of the parties will not cooperate with the other(s) and/or the mediator (as determined by the mediator in the mediator's absolute discretion) or if the parties are unable with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating the mediation has failed, and if the nature of the dispute concerns a matter that falls within a category of disagreement described in the Act as requiring alternate dispute resolution, the parties agree to resolve their dispute thereafter by arbitration under the *Arbitration Act, 1991* (or its successor legislation).

Article XIV. Miscellaneous

- a. The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- b. No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived because of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Article XV. Standard Unit Definition

- a. *(Recitals)*
Corporation is responsible to insure the condominium units of this Plan exclusive of the "improvements" to the units.

Section 89 of the Act provides that the obligation to repair after damage does not include the obligation to repair after damage "improvements" made to a unit.

The Act provides that what constitutes an "improvement" to a condominium unit shall be determined by reference to a standard unit definition.

Any component of a unit over and above the defined "standard unit" is considered to be an "improvement" to the unit.

The consequence of defining the "standard unit" is to cause all components of a unit that are not specifically stated to be part of the standard unit to be classified, considered and defined as "improvements," thereby making the owner(s) of such unit completely responsible for all insurance relating thereto and relieving the Corporation from being required to provide or maintain any insurance on account thereof.

- b. *(Standard Unit)*

THE STANDARD UNIT FOR RESIDENTIAL UNITS shall include only those components of the following that are within the unit boundaries and/or form a part of the unit, as set out in the declaration and the description of the Corporation (as amended from time to time):

- 1. all components of the exterior building envelope, including insulation, exterior wall cladding, doors and windows (including all doors providing access to and from the garage portion of the unit), caulking and sealants, and the roofing assembly, to the "Builder's Standard" only, as hereinafter defined;
- 2. the ceilings completed to the drywall (including taping and sanding but not including priming and painting or plaster finishes such as stucco), save and except that the standard unit shall not

include any portion of the ceiling in the attic or basement of the unit;

3. all partitions and walls to the “Builder’s Standard” only, as hereinafter defined, including,
- i. partitions and walls forming the boundaries between units and/or between units and common elements, and
 - ii. all interior partitions and walls,
- completed to the drywall (including taping, sanding, but not including priming and painting or any other wall covering) and including insulation, if any, save and except that the standard unit shall not include any such partitions or walls in the basement portion of the unit;
4. floor assemblies constructed to and including the sub-floor, save and except that the standard unit shall not include any component of the floors in the attic, basement and/or garage portions of the unit other than the concrete foundation slab;
5. basic unimproved stairways (if any) not including any covering or improvement thereto and not including any upgraded components of stairways or stairways made up of specialty woods such as oak, ash or other materials that by their nature preclude the need for further covering;¹
6. all installations and facilities with respect to the provision of water and sewage services save and except that any water heaters or softeners or sump pumps shall constitute an improvement to the unit;
7. all installations and facilities with respect to the provision of heat and ventilation, excluding any furnace (or other heating device) or air conditioner (or other cooling device) and excluding any and all related equipment and appurtenances to any furnace (or other heating device) or air conditioner (or other cooling device);
8. all installations with respect to the provision of electricity service (excluding the unit electrical panel), telephone cable and rough ins (maximum of 4 locations), cable television cable and rough ins (maximum of 3 locations), all requisite smoke detectors as required by applicable regulation hard wired into the electrical system, maximum of one battery operated smoke detector, one standard dryer electrical outlet, one standard stove electrical outlet; and
9. such other components of the unit which the declarant of the condominium would have been required to construct by the then current regulations (as at the time of the damage or repair) in order to achieve registration of the condominium plan including without limiting the generality of the foregoing, all conduits, pipes, ducts, cables, wires, service connections, 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 are part of the unit.

c. *(Builder’s Standard)*

References to “Builder’s Standard” in the sub-clauses of paragraph b of this Article XV are intended to apply to the items specifically qualified thereby. In case of any dispute as to what constitutes “Builder’s Standard” a comparison shall be had to the quality and features of similar items being offered by builders of new construction condominium units of similar value to the unit in which or to which the damage has occurred at the time of damage. If there is any disagreement as to what constitutes a “Builder’s Standard”, the issue shall be exclusively and conclusively determined by the insurance adjuster(s) retained by and acting on behalf of the Corporation’s insurer and the decision of such adjuster(s) in this regard shall be binding on the Corporation and all its owners and mortgagees.

d. *(Exclusions / Improvements)*

Anything within the unit boundaries of a unit which is over and above such minimum requirements set out above shall be considered an improvement to the unit. For greater certainty and by way of example only without limiting the generality of the foregoing each of the following is considered an improvement to the unit: ceiling, wall and/or floor coverings (including underpad, if any); all interior trim (baseboard, interior unit doors and shelving); unit electrical panels; window coverings; plumbing and electrical fixtures; water softeners; lighting; cabinetry.

¹It is not intended the standard unit will include stairways that are made up of materials other than basic construction materials meaning the standard unit stairways are not in themselves suitable for use without being carpeted or otherwise covered, stained or painted.

e. *(Required upgrades)*

If any component of the standard unit must be “upgraded” or changed in order to comply with any applicable governmental or authority regulation or code while being repaired or replaced on account of insurable damage or destruction the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.

Rules
Oxford Standard Condominium Corporation No. ____

A. General Requirements

These Rules shall be observed by every Unit Occupant of the Property (as such terms are defined herein).

There are many provisions in the Declaration and By-laws that govern the use of the Units and common elements of this condominium plan by Unit Occupants and that affect the conduct of Unit Occupants, visitors and guests, etc. Every Unit Occupant must become familiar with, comply with and adhere to all of the provisions and terms of the Declaration, and By-laws of this condominium, as well as these Rules.

B. Definitions & Interpretation

These rules shall be construed in the singular or plural as the context may require, and each such term shall be deemed to include the other.

Unless otherwise specifically set out herein, terms used herein shall have ascribed to them the definitions contained in the Act and in the Declaration of the Corporation.

Without limiting the generality of the foregoing:

- “Buildings” or “buildings” shall mean all buildings on the property;
- “HVAC System” means an air-conditioner, furnace, heat pump or similar apparatus designed for heating or cooling air, and other similar noise generating machinery or equipment, and all appurtenances thereto (including, without limiting the generality of the foregoing, fan coil units and thermostats), that are appurtenant to or used in connection with a Unit or the common elements;
- “Property” shall mean Oxford Standard Condominium Plan No. ____;

C. Fire Prevention

1. No one shall do or permit anything to be done in, within or on the Property that conflicts with any federal, provincial or municipal laws or bylaws relating to fire or increase the risk of fire or the rate of fire insurance on the buildings, or any property kept therein, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal bylaw.
2. No combustible material or flammable goods shall be stored in any Unit or on the common elements unless stored as prescribed by the Board.
3. No barbecuing or open fire cooking of any kind is permitted on the Property except as may be permitted in the Declaration or herein.

D. Traffic and Parking Control

1. No one shall park or store anything, including a motor vehicle of any description, in any area marked “no parking.”

E. Use of Common Elements and Units Generally

1. No Unit Occupant shall do or permit anything to be done in his or her Unit or on the common elements or bring or keep anything therein that will in any way obstruct or interfere with the rights of other owners or in any way injure or cause legitimate annoyance to them.
2. Nothing shall be left, stored or kept on the common elements, including, but not limited to, bicycles, toys or other objects of any kind.
3. Smoking is prohibited on the common elements except as may be designated as a smoking area by the Board.
4. Firecrackers or other fireworks are not permitted in any Unit or on the common elements.

F. Use of Patio, Deck and/or Garden Area of a Unit

1. No hanging or drying of clothes or any household articles are allowed on any exterior portions of a Unit.
2. No Unit Occupant shall do or permit anything to be done on a patio, deck and/or garden area of a Unit which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of other Units and/or the common elements by other Owners or occupants.
3. No awnings or shades shall be erected over any patio, deck or garden area without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

G. Pets

1. Each Unit Occupant and Visitor is required when walking a dog or cat on the Property to carry and use plastic bags for 'poop scooping' and to deposit any used bags in a garbage container. Such Unit Occupant or Visitor shall not permit dogs or cats to soil or litter the Property, including grass, shrubs and walkways or any other part of the common elements. All faecal deposits left by a pet are to be immediately removed by the Unit Occupant or Visitor walking such pet.

H. Garbage

1. The Board shall determine from time to time for the manner in which garbage refuse and municipally approved recycling materials are collected from the property.
2. Unit Occupants shall not place, leave or permit to be placed or left in or upon the common elements any debris, refuse or garbage.
3. Garbage and/or recycling for pickup shall be placed by Unit Occupants in such location or locations and at or by such time or times as are designated by the Board from time to time. All papers shall be securely tied in bundles and all other garbage shall be securely wrapped and tied.
4. Each Unit Occupant shall keep all debris, refuse or garbage, cardboard and recycling materials inside such Unit Occupant's townhomes or such other area of the Unit as may be permitted by the Board until the designated pickup days and times.

I. Equipment, Alterations and Appearance

1. No upgrade or addition to the HVAC System servicing a Unit is permitted to be made by or for any Unit Owner, except any upgrade or addition that is pre-approved in writing by the Board in accordance with the relevant provisions of the Declaration.
2. 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 materials, including without limitation wood or other shutter materials, 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.

J. General

1. No skateboarding or similar activity is allowed anywhere on the condominium property.
2. No noise of any kind, which in the opinion of the Board or its agent may disturb the comfort of any other Unit Occupant shall be permitted by anyone nor shall any noise whatsoever, including the playing of music or musical instruments be repeated or persisted in after request by the Board or its agent to discontinue the same, including any noise caused by any congregation of persons in any Unit or portions of the common elements. Musical instruments shall not be played by anyone in any Unit or on the common elements after 11:00 p.m. The sound of radios, record players, tape recorders, cellular phones, MP3 players, PDAs, video or DVD players, computer systems, television sets and/or any other devices that play or emit music or other sounds or audible programming or presentations of any kind, in Units or on the common elements shall be maintained at a level, which in the opinion of the Board or its agent, is calculated not to disturb the comfort of any other occupant and the level of sound therefrom shall, upon the request of the Board or its agent, be sufficiently reduced so that the same is in the opinion of the Board or its agent, not disturbing to the comfort of any other person.

- 3. Water shall not be left running, unless in actual use either outside or within the premises.
- 4. No bicycles, carriages, wagons, or shopping carts shall be left at the front of any building or upon the walks or other areas of the common elements generally visible from the other Units. No one will use any such area for the repair or the cleaning of wagons, carriages, bicycles and carts.
- 5. The manholes, sump pump pits, closets and other water apparatus, whether within the Units or within the common elements, shall not be used for any purpose other than those for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes or other substance shall be thrown therein. Any damage resulting to them from the misuse or from unusual or unreasonable use shall be borne by the occupants causing such damage.

INDEMNITY AGREEMENT

Agreement dated this ____ day of _____, 20__

B E T W E E N:

2274581 Ontario Inc.

(the "Declarant")

and

Oxford Standard Condominium Corporation No. _____

(the "Condominium")

WHEREAS:

- A. the Declarant has registered Oxford Standard Condominium Plan No. _____(the "Condominium Plan") that created the Condominium;
- B. the Declarant and/or any one or more of its predecessors in title has/have entered into one or more registered agreements with local or regional municipal governments and authorities and/or the condominium Approving Authority including pursuant to either or both of Sections 41 and 51 of the *Planning Act*, R.S.O. 1990, c. P13 (collectively the "Municipal Agreements");
- C. the Declarant and/or any one or more its predecessors in title has/have entered into one or more registered easement and access agreements for the supply of gas, electricity, telephone, cable and other services to the Condominium (collectively the "Utility Supplier Agreements");
- D. any one or more of the units and/or all or part of the common elements of the Condominium Plan and/or any of the assets of the Condominium (if any) may be subject to one or more negative restrictive covenant agreements and/or building schemes (collectively the "Covenants and Schemes");
- E. the Municipal Agreements, the Utility Supplier Agreements and the Covenants and Schemes are collectively referred to hereafter as the "Agreements",
- F. the Condominium Plan is intended to be a phased condominium plan pursuant to Part XI of the Condominium Act, 1998 (the "Act");
- G. the Declarant intends to proceed with further phases of the Condominium Plan and/or to continue to market unsold units from within the Condominium Plan and any future phases thereof to prospective homebuyers;
- H. The Declarant has, will or may provide one or more letters of credit or other security to the local, county and/or regional governments and it is possible that any one or more of such municipalities may draw against any such letter of credit or other security on account of acts or omissions of the Condominium including, without limiting the generality of the foregoing, lack of maintenance and repair of the common elements and or/Units which are the obligation of the Condominium to perform;
- I. the Condominium has agreed to provide the Declarant from time to time on written request by the Declarant with such of the following as the Declarant considers necessary in the Declarant's sole and absolute discretion:
 - a. current and proposed budget figures, details and related financial and other information and documents for and in respect of, the Condominium as required by the Declarant from time to time; and/or
 - b. draft future phase budgets, cost estimates and related information and documents for proposed phases to be registered by the Declarant from time to time by way of the registration of Amendments to the Declaration adding additional units and common elements to the said condominium plan;

NOW THEREFORE, in consideration of the payment of One Dollar by the Declarant to the Condominium and One Dollar by the Condominium to the Declarant (the receipt and sufficiency of which is hereby acknowledged by the each), the parties hereto agree as follow:

- 1. The recitals hereof are true in substance and in fact.
- 2. The Condominium hereby assumes all obligations and liabilities of the Declarant directly or indirectly on account of the Agreements, other than on account of actions or omissions which have occurred up to and including the date of the registration of the Condominium and agrees to comply with all provisions of the Agreements, from the date or registration of the Condominium forward.

3. Anything to be completed in respect of, or required to be or not to be done to comply with, the Agreements from time to time, shall be completed or done or not done by the Condominium at its sole expense in a timely and good and workmanlike manner in accordance with the requirements and specifications of the Agreements.
4. If any municipality (be it local, county or regional) should draw upon or otherwise realize against any security provided by the Declarant, including, without limiting the generality of the foregoing, any letter of credit provided by the Declarant, because of or otherwise on account of any act or omission of the Condominium, including, without limiting the generality of the foregoing the lack of maintenance and repair of common elements and or/Units which are the obligation of the Condominium to perform then, the Condominium shall forthwith upon written demand being made of it by the Declarant, immediately pay the Declarant such amount of money as is necessary to completely indemnify and save the Declarant harmless on account of any such draw or claim against the security or the realization of any part thereof by any municipality.
5. The Condominium shall and does hereby indemnify and hold and save the Declarant harmless from and against all damages , losses, costs and liability whatsoever which the Declarant may suffer or be required to pay as a result of the Condominium's failure to complete, to do or not do as required by, and/or to comply with, the Agreements, (the "Condominium's Non-Compliance") other than on account of actions or omissions which have occurred up to and including the date of the registration of the Condominium Plan, and from and against any and all actual or threatened claims, actions, suits, applications, litigation, charges, complaints, prosecutions assessments reassessments, investigations or other proceedings of any nature or kind whatsoever (a "Claim") that may be made or asserted against the Declarant in respect of the Condominium's Non-Compliance.
6. If a Claim is made or brought against the Declarant in connection with the Condominium's Non-Compliance, (including any claim against any security posted by the Declarant as set out in paragraph 4 hereof), upon written notice to the Condominium, the Condominium shall, at its expense and in a timely manner, complete any item to be completed, refrain from doing anything prohibited by the Agreements, contest and defend against any Claims, and reimburse the Declarant for all costs incurred by it including legal costs on a substantial indemnity basis, and take all such other steps as may be necessary or proper therein to prevent the resolution thereof in a manner adverse to the Declarant. If the undersigned does not, in a timely manner, take steps to deal with any such Claim, the Declarant may undertake steps that the Declarant, in its sole discretion, deems appropriate to address such Claim at the sole risk and expense of the Condominium.
7. The Condominium covenants and agrees that for the first years following the registrations of the condominium plan that gave rise to the Condominium and each amendment plan that added additional units and or common elements to the condominium plan and for any periods thereafter that the Declarant has any potential liability to the Condominium pursuant to Section 75 of the Condominium Act, 1998:
 - (a) not to undertake any service not covered in the budget statement that formed part of the Declarant's disclosure statement package;
 - (b) not to increase the level or frequency of any service from that shown in the said budget so as to increase the costs beyond what is shown in the said budget;
 - (c) not to hire anyone not specifically referred to as being hired in the budget statement, nor engage any professional not specifically budgeted for in the budget statement, nor replace any employee or contractor or other service provider referred to in the said budget with a higher priced employee or contractor or other service provider.
8. The Condominium covenants and agrees to provide and deliver to the Declarant from time to time within ten (10) consecutive calendar days of written request of the Condominium by the Declarant without charge to or payment from the Declarant all of the following which are requested in writing by the Declarant from time to time:
 - (a) the date of the fiscal year end for the Condominium;
 - (b) a copy of the Condominium's budget for the then current fiscal year with particulars of the following for such fiscal year and, in addition, if the next fiscal year of the Condominium is to commence within two months of the date of the request by the Declarant, a copy of the Condominium's Budget or proposed Budget for the next fiscal year with particulars of the following for such fiscal year:
 - (i) the fees or charges, if any, that the Condominium is required to pay to the Declarant or another person;
 - (ii) a statement of the common expenses of the Condominium;
 - (iii) a statement of the proposed amount of each expense of the Condominium, including the cost of:
 - (A) any reserve fund study required for the year;

- (B) any performance audit under section 44 of the Act due in the year;
 - (C) preparing audited financial statements if subsection 43 (7) requires them within the year; and,
 - (D) the cost of preparing the annual audited financial statements for the year;
- (iv) particulars and details of the type, frequency and level of the services to be provided;
- (v) a statement of the projected monthly common expense contribution for each type of unit;
- (vi) the portion of the common expenses to be paid into the reserve fund;
- (c) the status of all pending lawsuits material to the property;
- (d) the amounts of all current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property;
- (e) all services not included in the budget that are provided to the Condominium and expenses that others other than the Condominium pay and that might reasonably be expected to become, at any subsequent time, a common expense and the projected common expense contribution attributable to each of those services or expenses for each type of unit;
- (f) the projected amounts in all reserve funds at the end of the current fiscal year;
- (g) a summary of the most recent reserve fund study;
- (h) such other information as the Act and its Regulations require the Declarant to provide to purchasers.
- (i) draft proposed Budgets of the Condominium from time to time for the years following the proposed dates of registration of Amendments to the Declaration adding proposed units and common elements to the condominium plan as requested by the Declarant and specified and outlined in writing by the Declarant from time to time with particulars of the following for such years:
 - (i) the fees or charges, if any, that the Condominium is required to pay to the declarant or another person;
 - (ii) a statement of the common expenses of the Condominium;
 - (iii) a statement of the proposed amount of each expense of the Condominium, including the cost of:
 - (A) any reserve fund study required for the year, the cost of any performance audit under section 44 due in the year;
 - (B) the cost of preparing audited financial statements if subsection 43 (7) requires the said statements within the year; and
 - (C) the cost of preparing the annual audited financial statements for the year;
 - (iv) particulars and details of the type, frequency and level of the services to be provided;
 - (v) a statement of the projected monthly common expense contribution for each type of unit;
 - (vi) the portion of the common expenses to be paid into the reserve fund;
- (j) copies of all audited financial statements, all performance Audits of the Condominium and all Reserve Fund Studies of the Condominium;
- (k) particulars of any expected and/or proposed increases to common expenses and particulars of any expected and/or proposed special assessments;
- (l) particulars of any action and/or demands being contemplated by the Condominium against or of the Declarant;
- (m) any and all information and documentation that is required to be contained in or delivered with a status certificate pursuant to Section 76(1) of the Act.

9. The Condominium shall and does hereby indemnify and hold and save the Declarant harmless from and against all costs and liability whatsoever which the Declarant may suffer or be required to pay as a result of the Condominium’s failure to provide from time to time within ten (10) consecutive calendar days full and accurate information and documentation as set out and required in the above paragraph 8 and/or as a result of the Condominium omitting to supply any of such information and documentation.
10. This agreement shall in all respects be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and all disputes, claims or matters arising out of or under it shall be governed by such laws.
11. Any monies owing by the Condominium to the Declarant on account of the indemnities herein shall be deemed to be a debt owing by the Condominium to the Declarant. Any such debt shall bear interest calculated monthly at a variable rate set on the first day of each month to be calculated, equal to twice the Prime Rate as of the first day of the month in which such interest is to be calculated.¹
12. The use of the masculine gender in this agreement shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires and vice versa.
13. The invalidity of any part of this agreement shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
14. No obligation or provision contained in this agreement shall be deemed to have been abrogated or waived because of any failure by the Declarant to enforce the same.
15. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF this Agreement has been signed by each of the undersigned effective as of the day and date first written above.

OXFORD STANDARD CONDOMINIUM CORPORATION NO.

Per: _____
Name:
Title:

I have authority to bind the corporation.

2274581 Ontario Inc.

Per: _____
Name:
Title:

I have authority to bind the corporation.

¹ “Prime Rate” in this paragraph means the rate of interest per annum established and reported by Royal Bank of Canada to the Bank of Canada from time to time as a reference rate of interest for the determination of interest rates that Royal Bank of Canada charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by Royal Bank of Canada

CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 2016

B E T W E E N:

OXFORD STANDARD CONDOMINIUM CORPORATION NO. ____

(hereinafter called the "Corporation")

OF THE FIRST PART

-and-

LEE MANAGEMENT SOLUTIONS INC.

(hereinafter called the "Manager")

OF THE SECOND PART

WHEREAS the Corporation has been created pursuant to the *Condominium Act, 1998* (the "Act") as amended;

AND WHEREAS the Corporation has agreed to engage the Manager to manage the common elements and assets of the Corporation (collectively the "Property") subject to the terms of this Agreement and the Manager has agreed to so act;

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

1. The words and expressions used herein which are used or defined in the Act or in the regulations made under the Act, or in the Corporation's Declaration or in the by-laws of the Corporation, shall have meaning herein as they have therein unless otherwise defined herein or unless the context otherwise requires.
2. The term of this Agreement shall be from the date of signing until TWO (2) YEARS after the date of registration of final phase, and thereafter will renew for another 2 years until terminated by operation of the provisions of sections 26 to 28 herein.
3. The Corporation hereby hires the Manager to be its sole and exclusive representative and managing agent (subject to the overall control of the Corporation and to the specific provisions hereof).
4. The Manager hereby accepts such hiring and agrees to manage the property on behalf of the Corporation in a faithful, diligent and honest manner.
5. The Manager acknowledges that it is familiar with the terms of the Act, and the Declaration, Description, by-laws and rules of the Corporation as of the date of this

Agreement and agrees that its management of the Property shall be subject to the overall control of the Corporation as expressed by the written instructions of the Board of Directors of the Corporation (the "Board") and in accordance with the specific provisions hereof.

6. The Manager shall not be obliged to accept directions or instructions with regard to the management of the Corporation from any person other than by the Board.

7. The Manager agrees to manage the Property on behalf of the Corporation during the term of this Agreement and to enter into such contracts and agreements as the agent of the Corporation as may be necessary in the performance of the following duties:

(a) to collect and receive in trust for the Corporation all monies payable by owners or others and to deposit the same in a trust account or accounts in a Canadian chartered bank or trust company, and to establish an Operational Account and a Reserve Fund Account which shall require signing authority of the designated property manager plus one member of the Board;

(b) to implement the provisions of the Act, the Declaration, by-laws and rules and any amendments thereto plus any specific written directions which may be given by the Board in connection therewith;

(c) to prepare and provide all notices in conformity with statutory requirements respecting all Board meetings, Annual General Meetings, and the promulgation of all by-laws, rules and regulations; and to keep all interested parties including unit owners, residents, and mortgagees informed in a timely manner of any changes or additions thereto;

(d) to arrange and pay for insurance in accordance with the provisions of the Act, declaration and by-laws in amounts directed by the Board in writing;

(e) to arrange for the supply as may be required of utilities and other services and to arrange through use of employees of the Corporation or independent contractors or both as in each instance may seem the more desirable for the effective and economical operation, maintenance and repair of the Property and its equipment as may be required by the Corporation or deemed desirable by the Manager or so as to comply with the Act and the declaration, by-laws and rules of the Corporation and requirements of which the Manager is notified by the local board of health, police and fire departments and any other municipal, provincial and federal authorities having jurisdiction which affect the Property and, without limiting the generality of the foregoing, such arrangements shall include (where applicable to the Property) the repair and maintenance of all lawns and landscaped areas, snow removal, parking areas, pest control, the keeping of the common elements in a neat and tidy condition by the removal of litter therefrom, keeping electrical wiring circuits and lighting fixtures in the common elements in good working order, and to provide necessary light bulbs, ballasts and tubes, painting and providing for the removal and disposal of garbage; and

(f) generally to do and to perform and where desirable to contract (either in its own name or that of the Corporation as the Manager in each instance may elect or the board may require) for all things desirable or necessary for the proper and efficient management of the Property (including the giving of proper attention to

any complaints and endeavouring as far as economical to reduce waste) and to perform every other act whatsoever in or about the Property to carry out the intent of this Agreement, provided, however, that the Manager shall not authorize any work, repairs, alterations or redecoration estimated to cost in excess of \$500.00 for any one item without first obtaining the approval of the Corporation to proceed with such work (except for monthly or recurring operating charges or unless such approval is already implied by the approval of budget estimates). If any such work is urgently required to be done and failure to do such work could, in the opinion of the Manager, result in a hazardous situation which could cause personal injury or damage to the Property or its equipment or contents, or which could impair the value of any unit at a time when the directors of the Corporation cannot be located for the purpose of giving approval for such or if failure to do such work might expose either the Corporation or the Manager, or both, to the imposition of penalties, fines, imprisonment or any liability, then the Manager is hereby authorized to proceed with any such work as it in its absolute discretion reasonably determines to be urgently necessary for the protection and preservation of the Property or its equipment or contents or the value of any unit or to protect the Corporation or the Manager from exposure to fines, penalties, imprisonment or any other liability. The manager at first opportunity will notify the Corporation via email of any such expense and the reasons why.

8. The Manager also agrees to perform the following duties:

(a) to keep the books of account of the Corporation and to retain full and proper records regarding all financial transactions involved in the management of the Property, and to render promptly to the Board, no later than the middle of the following month, monthly statements of income and expenditures of comparison to budget;

(b) to arrange for the proper auditing of the Corporation's financial books and records if requested by the Board;

(c) to prepare annual budgets at least 45 days in advance of the next fiscal year for approval by the Board and to consult with the Board whenever it appears desirable or necessary to revise the contributions by owners to the common expenses;

(d) to prepare Long Term Reserve Fund Planning Summary for capital expenditures from a reserve fund study prepared by an engineering firm engaged by the Corporation; and to update the same for submission to the Board for approval annually;

(e) to provide a representative of the Manager who will, if so requested, attend a meeting of the Board 4 times per annum provided such meeting is of reasonable duration (not exceeding two hours) and is held upon not less than forty-eight (48) hours advance notice on a weekday or evening excepting statutory holidays and weekends; if requested, to arrange for a representative of the Manager to attend the annual meeting of the owners, which may be on a Saturday and to arrange at the expense of the Corporation for the reproduction and distribution of notices and all other information relevant to any such meeting;

(f) to maintain the records of the Corporation, including, but not limited to, an up-to-date register of the names and addresses of owners, occupiers and mortgagees pursuant to the Act and make available at reasonable times wherever requested by the Corporation, its auditors or other authorized persons, any books and records pertaining to the operation of the Property and the business of the Corporation;

(g) at the Corporation's expense, to provide owners, mortgagees, and others entitled thereto with reports as required by the Act;

(h) to provide status certificates, at the expense of the party requesting a status certificate;

(i) at the unit owner's expense, to arrange with the Corporation's solicitor for collection of arrears of common expenses, including registration or discharge of liens;

(j) to use reasonable diligence to assure contracts and agreements between The Corporation and contractors are performed in accordance with their terms and to inform the Board in the event performance is considered by The Manager to be inadequate or contrary to the agreed terms; and

(k) to take advantage of all trade discounts via prompt payment of trade invoices.

9. The Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it (hereinafter called an "Affiliate") to perform any work or services for the Corporation within the scope of the Manager's duties under this agreement without being in breach of any fiduciary relationship with the Corporation, subject however to the following provisions:

(a) where the costs of performing such work or service does not exceed the sum of Five Hundred Dollars (\$500.00), per annum with respect to any one contract, the Manager shall be entitled to have such work or services performed by such Affiliate; and

(b) where the costs of performing such work or service does exceed the sum of Five Hundred Dollars (\$500.00) per annum in respect to any one contract with such Affiliate, the Manager shall either first obtain the approval of the Board or obtain two written tenders from parties other than such Affiliate and have the work performed by such Affiliate at a cost not exceeding the lower of such tenders.

10. The Manager may disburse from the monies from time to time held by it in trust for the Corporation all costs and expenses incurred in providing the services described in sections 7 and 8(b), 8(e), and 8(g). If the amount of costs and expenses incurred in the management of the Property exceeds the amount held in trust by the Manager for the Corporation, the Manager shall thereupon furnish the Corporation with an accounting of same, specifying the amount of the deficit or anticipated deficiency and the Corporation shall be under an immediate obligation to secure funds to eliminate such deficit or anticipated deficiency.

11. The Corporation agrees:
- (a) to remunerate the Manager, commencing on the date of contract signing and ending the day 24 units are in the Condominium \$75/hour + bookkeeping costs. From 24 units until 32 are in the Condominium \$525/month. Once 32 units are in the Condominium \$672/month. Upon final phase as compensation for the management services rendered as aforesaid under this Agreement a fee of \$9,828.00 per annum, payable monthly in advance in equal installments. These charges do not include any Federal or Provincial taxes, proposed or otherwise. Printing costs for Board minutes, monthly financial statements, management reports and arrears statements are included in the above fee. All other printing, stationary and all postage costs are extra.
 - (b) to reimburse the Manager for all reasonably incurred costs, including, but not limited to mailing, photocopying, long distance phone calls.
 - (c) For Modernization, Rehabilitation, Construction: The Manager will be entitled to charge a supervision and coordination fee at \$75/hour on total costs of all capital expenditures which exceed \$15,000 individually. When at all possible including any other types of extra work not covered in this agreement, as referenced in section 12, the Manager will attempt to use an assistant property manager at the hourly rate of \$50. Capital expenditures include restoration, fire restoration, rehabilitation, modernization, construction of improvements or leaseholds or any other major construction work. All such capital expenditures will be approved in advance by the Corporation's Board of Directors.
 - (d) to allow the Manager to post signage on the property reflecting who is managing the Condominium Corporation.
12. The fee specified in section 11 is intended to cover those normal and predictable management services which have been stipulated in sections 7 and 8. The Manager will provide further services which may be of an occasional nature, as may from time to time be required. It will not provide any such further services unless its compensation is mutually agreed upon in advance based upon the understanding that such compensation shall recognize the total costs of the Manager of providing such services including all direct, indirect and overhead costs. Such further services may include:
- (a) attendance, involvement or preparations in connections with board meetings or meetings of owners beyond those stipulated in section 8(e);
 - (b) reproduction and distribution costs whenever the Corporation requests that duplicate information or reports be provided to anyone other than the Corporation;
 - (c) arrangements for the registration or discharge of liens;
 - (d) verification of registration in the appropriate land registry office as may be requested by the Corporation or be required by its declaration and by-laws;
 - (e) court appearances, including any resulting from complaints laid pursuant to instructions of the Corporation in an effort to control the parking of automobiles and to minimize improper use of the roadways or parking facilities of the Corporation;

- (f) any appropriate reaction to union activities involving the Property or personnel from time to time employed at the Property;
 - (g) arranging for any major repairs or reconstruction after fire or other casualty, being limited to any which are not recoverable by proceeds of insurance with the entitlement of the Manager to additional compensation from the Corporation for making such arrangements;
 - (h) Condo Tribunal appearances and work, including any resulting from complaints laid pursuant to instructions of the Corporation;
 - (i) arranging for services to owners in addition to any which the Corporation is obligated to provide pursuant to the declaration and by-laws; and
 - (j) any other services which may be desired by the Corporation or required by any legislation and which are not specifically provided for herein.
13. Any plans, drawings, specification and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this agreement shall be provided at the expense of the Corporation.
14. NA
15. The Manager shall not be liable to the Corporation for any arrears in the collection of payments due from owners or others with respect to the operation of the Property or as result of any damage or other loss affecting the Property or the operation of its equipment, or for any error in judgment, or for anything which it may do or refrain from doing unless any resulting damage, loss, injury or liability has been caused by the negligence of the Manager in performing its obligations pursuant to this Agreement or in directing and supervising its employees in a reasonable and responsible manner; nor shall the Manager be liable to the Corporation for failure to perform any of the obligations set forth in this Agreement if such failure is occasioned by or results from destruction or damage to the Property by fire or other casualty, a strike or lockout, a civil commotion or disturbance, an act of God, a supervening illegality or any other act or cause which is beyond the reasonable control of the Manager.
16. The Manager shall, during and for a period of one year after the termination of this Agreement, indemnify and save the Corporation completely free and harmless from any and all damages or injuries to persons or property, or claims, actions, obligations, liabilities, costs, expenses and fees if caused by the Managers failure to carry out the provisions of this Agreement or if caused as a result of the negligence of the Manager in performing its obligations pursuant to this Agreement or in directing and supervising its employees in a reasonable and responsible manner, and the Manager agrees, if so requested, to provide the Corporation with evidence that it is maintaining adequate liability insurance and employee dishonesty coverage for the purpose of indemnifying the Corporation pursuant to this section, such evidence to include an undertaking that the insurer will provide the Corporation with at least thirty (30) days' prior written notice of cancellation or any material change in the provisions of any such insurance policy. The Manager shall maintain such insurance throughout the term of this Agreement.
17. The Corporation shall, during and after the termination of this Agreement and for a period of one year, indemnify and save the Manager completely free and harmless from

any and all damages or injuries to persons or property, or claims, actions obligation, liabilities, costs, expenses and fees by reason of any cause whatsoever when the Manager is carrying out the provisions of this Agreement or acting upon the directions of the Corporation unless as a result of the negligence of the Manager in performing its obligations pursuant to this Agreement or in directing and supervising its employees in a reasonable and responsible manner.

18. N/A

19. Notwithstanding anything to the contrary herein contained, under no circumstances shall the Manager be liable to the Corporation for the value, cost or amount of any loss or damages to the Property or any contents against which the Corporation is insured and thereby entitled to indemnification from its insurer.

20. The Manager shall advise the Corporation in writing from time to time of the telephone number or numbers at which a representative of the Manager may be reached during normal business hours and of the emergency telephone number or numbers of designated Manager representatives in respect of any emergency. The Manager shall have full authority and discretion to deal with minor emergencies and infractions. The Manager shall forthwith report to the Board any major emergency or any persistent, flagrant or serious violation of the declaration, by-laws or rules. It is understood and agreed by the parties hereto that the Manager is hereby invested with full discretion to determine whether or not any emergency exists and whether or not such emergency is of a minor nature.

21. The Manager shall deliver a written report to the Board upon request and also shall be entitled to deliver a written report at any meeting of the Board which the Manager has been requested to attend.

(a) Both parties agree that where written communication is required, and within what The Corporation bylaws allow, an email between the Manager and directors of the Board will be considered sufficient. Any information and notices will be deemed delivered to either party eight (8) hours of sending such email.

(b) At the commencement of this agreement, the Manager and the directors of the Corporation agree to share their email addresses with each other, and both parties agree to keep each other notified if such email addresses change.

22. The Corporation hereby permits the Manager, its servants, agents and independent contractors to exercise the Corporation's right of entry upon the units. Such entry shall be made at reasonable times and upon reasonable notice to the owner, provided that in the event that there shall be, in the opinion of the Manager, an emergency or imminent danger of damage to the common elements or to a unit or units, then the Manager, its servants, agents and independent contractors shall have immediate right of entry to any unit or units without notice.

23. The Corporation shall not permit, allow or cause any owner or occupant of the property to interfere with the Manager in the performance of its duties or in exercising of any of its powers hereunder.

24. Until the Corporation shall change the same, the monthly assessments payable by owners shall be in accordance with the contributions to common expenses set forth in the last budget. If it shall appear to the Manager that the assessments and other revenue, if any,

of the Corporation are insufficient to pay for all items provided for in a budget, the Manager shall so notify the Corporation with supporting details and request the Corporation to increase the monthly assessment by supplementary budget covering all the expenses for the operation of the Property for the then remaining portion of the current fiscal year.

25. The parties hereto agree that the Manager shall not be responsible for any tax ramifications, reports, filings or liabilities relating to the operations of the Corporation., for which the Corporation shall solely rely upon its Auditor and Accountant for such purposes.

26. This Agreement shall be terminated forthwith upon termination of the Corporation under the Act and upon such termination, all obligations of the Corporation and the Manager shall cease except that each party shall be responsible to pay to the other any monies due to the other.

27. The Corporation may terminate this Agreement at the end of the initial term or on renewal upon giving ninety (90) days' notice in writing to the Manager to such effect.

28. The Manager may terminate this Agreement at the end of the initial term or on renewal upon giving ninety (90) days' notice in writing to the Corporation to such effect.

29. Upon the termination of this Agreement, the Manager agrees to make all arrangements which are necessary to provide for the orderly transfer to the Corporation or its nominee of the responsibility for the management of the Property.

30. Upon the termination of this Agreement:

(a) The Manager shall as soon as reasonably possible thereafter render a final accounting to the Corporation and pay over any balance in the Manager's trust account remaining for the credit of the Corporation;

(b) The Manager shall release to the Corporation contracts, records, files and other information which may be pertinent to the continuing operation of the Property, provided that the Corporation shall reimburse the Manager for any costs in connection with the reproduction of any documents or data supporting the financial transactions of the Corporation pre-dating the current financial year which the Manager in its discretion feels it should retain to support or verify its actions during the currency of this Agreement;

(c) The Corporation shall assume the obligations of any and all contracts which the Manager has made for the purpose of arranging the services to be provided pursuant to this Agreement.

(d) The last month's payment to The Manager will not be paid in advance, but on final transfer of all documents to the Corporation.

31. N/A

32. This agreement may be assigned by the Manager upon thirty (30) days' written notice to the Condominium Corporation, if the Manager is dissolving their business, or is selling it to another party. If the Condominium Corporation does not consent to the assignment, the contract will end after thirty (30) days. Upon such assignment, all future liabilities of the Manager shall terminate as of the date of such assignment and the assignee shall be liable to the Condominium Corporation in all respects as if it had executed the

agreement in the first instance, such liability to commence only upon acceptance of the assignment of the agreement.

33. Notwithstanding anything herein, the relationship of the parties hereto shall be that of principal and agent, and all duties to be performed by the Manager under this Agreement shall be for and on behalf of the Corporation, in the Corporation's name, and for the Corporation's account. In taking any action under this Agreement, the Manager shall be acting as agent for the Corporation, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of principal and agent, or as requiring the Manager to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall the Manager at any time during the period of this Agreement be considered a direct employee of the Corporation. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, excepting that the Manager is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement, excepting for gross negligence of the Manager.

34. Should any part of this Agreement for any reason be declared invalid, such declaration shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated,

35. Time shall be of the essence of this Agreement and no extension or variation of this Agreement shall operate as a waiver of this provision.

36. Descriptive headings are inserted solely for convenience of reference. They do not form a part of this Agreement and are not to be used in interpreting this Agreement.

37. All references to the Corporation or the Manager or others under this Agreement shall be construed and adjusted for the applicable gender and number, regardless of the gender and number in which they are expressed.

38. All provisions of this Agreement creating obligations on any party hereto shall be deemed to be and shall be construed as covenants.

39. This Agreement embodies the entire agreement of the parties with regards to the matters contained herein, and no other agreement shall be deemed to exist except as entered into in writing by both parties to this Agreement.

40. This Agreement shall be interpreted, construed, administered and enforced exclusively in accordance with the laws in force from time to time in the Province in which the Property is situated.

41. This agreement will not be binding or enforceable unless signed by the President or Vice President on behalf of the Manager.

IN WITNESS WHEREOF this Agreement has been signed by each of the undersigned effective as of the day and date first written above.

Oxford Standard Condominium Corporation No. _____

Per: _____

Name:

Title:

I have authority to bind the corporation.

Lee Management Solutions Inc.

Per: _____

Name:

Title:

I have authority to bind the corporation.