
PROPOSED CONDOMINIUM DECLARATION

for

JASPER CONDOS

A STANDARD CONDOMINIUM PLAN

located at

**716 Main Street East
Milton, Ontario**

by

MILTON CENTRE CO-OPERATIVE DEVELOPMENT CORPORATION

A Condominium Project Pursuant to the *Condominium Act, 1998*

THIS DECLARATION is made and executed by Milton Centre Co-operative Development Corporation (the “Declarant”) who is the owner in fee simple of the property described in Schedule A, upon which it has constructed a building containing one-hundred-and-sixteen (116) residential units, one-hundred-and-two (102) storage units, and one-hundred-and-sixteen (116) parking units.

The registration of this Declaration and its related description will create a Freehold Standard Condominium Corporation to which 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 said Act.

ARTICLE I: INTRODUCTORY

Definitions and Interpretation

1. All words in this Declaration that are defined in the *Condominium Act, 1998* shall have the meaning ascribed to them in that Act, and:
 - a. “Act” means the *Condominium Act, 1998* and the regulations made pursuant to that Act each as amended, supplemented or replaced from time and any successor legislation, and in the event of such amendment, replacement or succeeding legislation coming into force, any reference to a specific section or clause of the *Condominium Act, 1998*, or a regulation made thereunder, herein shall be deemed to be amended to refer to the new section or clause number containing substantively the same or comparable terms as the section or clause originally referenced;
 - b. “Board” means the board of directors of the Corporation;
 - c. “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);
 - d. “Common Elements” includes, for clarity only and without limiting the generality of the term as defined in the Act, all portions of the property other than units, including such portions thereof as are designated for the exclusive use of the owners of one or more of the Units, and all of the Common Services (as hereinafter defined);
 - e. “Common Services” mean:
 - i. any and all of the following that are not located within a Unit or otherwise expressly designated herein as part of a Unit: lighting, all building lobby and hallway spaces, elevators and related equipment, , stairways, curbs, sidewalks, ramps, roadways and parking spaces; and
 - ii. any and all components of the following, whether or not situated within the boundaries of a Unit: entrance intercom system and related equipment (other than telephone handsets); all components of any HVAC System (as hereinafter defined); all pipes, wires, vents, ducts, cables, conduits, service connections, electricity transformer(s), water softeners, water heaters, sump pumps, sump pump pits, storm water swales, weeping tiles, telecommunication signal transmission and reception facilities and lines, water mains, fire hydrants, telephone cables and access transmission lines and public and private utility lines that, without limiting the generality of the foregoing, provide or transmit, power, communication facilities, water, fuel, and storm water and other drainage and/or sewage disposal that service more than one Unit or the Common Elements;
 - f. “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;
 - g. “Corporation” means the condominium corporation created by the registration of this Declaration on the title to the lands described in Schedule A;
 - h. “Declaration” means this declaration as amended from time-to-time;

- i. *"Declarant"* means Milton Centre Co-operative Development Corporation;
 - j. *"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;
 - k. *"Land" or "Lands"* means the lands described in Schedule A including the servient lands described in Schedule A;
 - l. *"Municipality"* means, generally, a municipality duly incorporated in the Province of Ontario within the meaning of the *Municipal Act, 2001*, and, specifically, in relation to the matter subject of the context in which the term is used in this Declaration, the municipality or municipalities having jurisdiction and authority in regard to the same;
 - m. *"Parking Unit"* means any of the Units identified as such in Schedule C hereof and includes all of the components thereof as further set out within this Declaration;
 - n. *"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;
 - o. *"Residential Unit"* means any of the Units identified as such in Schedule C hereof and includes all of the components thereof as further set out within this Declaration;
 - p. *"Rule" or "rule" or "Rules" or "rules"* means a rule or the rules (as the case may be) of this Corporation;
 - q. *"Storage Unit"* means any of the Units identified as such in Schedule C hereof and all of the components thereof as further set out within this Declaration;
 - r. *"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;
 - s. *"Unit" or "unit"* means the units as defined in the Act that are situated within this Condominium Plan;
 - t. *"Unit Occupant"* means any Unit Owner (whether or not in occupation of a Unit), any Unit Owner's spouse, child, invitee, servant, guest, or tenant and such tenant's spouse, child, invitee, servant, guest, or any other occupant of a Unit; and
 - u. *"Unit Owner" or "Owner"* means an owner of a Unit;
 - v. *"Visitor"* shall include, without limiting the ordinary generality of the term, any person other than a Unit Occupant who is an invitee, guest or servant of a Unit Occupant, while present anywhere on the Condominium Plan.
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 Unit Owners are to contribute to the common expenses, is set out in Schedule D.
8. A statement of the common expenses is set out in Schedule E.
9. A specification of the exclusive use portions (if any) of the Common Elements that are to be used by the Unit Owners of one or more designated Units and not by all the Unit Owners is set out in Schedule F.
10. The requisite certificate in form as prescribed by Ontario Regulation 48/01 is attached hereto as Schedule G.

Addresses

11. The municipal address for the Corporation is 716 Main Street East, Milton, Ontario.
12. The mailing address of the Corporation is c/o M.F. Property Management, 28 Bett Court, Guelph, Ontario N1C 0A5.
13. The address for service for the Corporation is c/o M.F. Property Management, 28 Bett Court, Guelph, Ontario N1C 0A5.

Municipal and Other Agreements

14. The Corporation and/or Condominium Plan may be subject to registered agreements with municipal, provincial or federal governments or authorities, as well as public utilities or private suppliers of services or utilities, including (without limitation) a subdivision agreement, a site plan agreement, a development agreement, a heritage easement, engineering, grading or landscaping agreements, telecommunications agreements, and similar agreements registered against title to the Units.
15. The Municipality requires that all Unit Occupants and purchasers of Units be informed of the following:

An area of land that is a minimum of 5 metres wide and traverses the property in the rear yard, a minimum of 3 metres from the rear property line, shall be retained as landscaped open space and/or sidewalk with landscaped open space for future public use as a trail. This 5 metre wide future trail area shall only be used for open space or trail use and not be used for any other purpose, including snow storage.

Purchasers and/or tenants of units are advised that a public trail or walkway (lit or unlit, as required) may be installed within the limits of the 5 metre wide open space area that traverses 716 Main St E in the rear yard. In addition to daytime use, this area may be used in the evenings and on weekends in the future.

Purchasers and/or tenants of units are advised that the need for and timing of trail development is at the discretion of the Town.

Each Unit Owner is hereby required to include such notifications in any agreement for the lease, license or sale of such Owner's Unit.

ARTICLE II: UNITS AND COMMON ELEMENTS

Components of the Units and Common Elements

1. Notwithstanding anything otherwise provided herein:

- a. any hose bib, piping and metering installed for the purpose of supplying water for use in connection with the Common Elements shall be deemed to be part of the Common Elements despite being located within the boundaries of a Unit;
- b. any sump pump, sump pump pit and appurtenant piping, wiring and equipment servicing only one Unit shall be deemed to be part of that Unit, despite being located within the boundaries of another Unit or the Common Elements; any sump pump, sump pump pit and related piping, wiring and equipment servicing more than one Unit or that services the Common Elements, shall be deemed to be part of the Common Elements despite being located within the boundaries of a Unit;
- c. any posts, beams or other load bearing features within the boundaries of Units shall be deemed to be part of the Common Elements despite being within the boundaries of a Unit;
- d. 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;
- e. 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, regardless of where they are situate, except for lateral feeds to and from the Unit if located within Unit boundaries;
- f. 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; and
- g. all frame and wire or other construction forming the perimeter of a Storage Unit, including the door or gate providing access thereto and associated hardware, shall be deemed to be part of the Common Elements notwithstanding being located within the boundaries of any Unit.

General Provisions Relating to Use and Occupancy of the Units

2. The Units are to be used as single family 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, 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.

3. A Unit may be used only in accordance and compliance with any and all zoning bylaws applicable to the property. Notwithstanding the generality of the foregoing or any other provision hereof, and notwithstanding any other provision in any applicable zoning or any permit or approval of any kind obtained by any Unit Owner or Unit Occupant, no Unit may be occupied by or used in whole or in part for any purpose, business, activity or facility that in the reasonable opinion of the Board:
- a. is illegal;
 - b. causes, emits, and/or creates anything combustible and/or noxious and/or irritating, and/or malodorous and/or offensive, or anything else which could be considered a nuisance and can be detected in any significant way in any Unit (other than the Unit from which such odour is caused or emitted) or in the Common Elements and is not otherwise permitted by the Board and subject to such conditions or restrictions as the Board may choose to impose;
 - c. uses, causes, emits, and/or creates anything that is explosive or toxic in any dangerous quantity (as determined in the sole and absolute discretion of the Board);
 - d. presents any significant threat of injury to the health, safety or security of any of the Unit Occupants or risk of damage to the Units, Common Elements and/or assets within this Condominium Plan;
 - e. causes or generates or permits noise over and above what might be reasonably expected in a commercial setting unless permitted by this Declaration or otherwise by the Board in writing and subject to such conditions or restrictions as the Board may choose to impose; or
 - f. in the discretion of the Board acting reasonably creates or is the cause of any nuisance affecting other Unit Occupants of Units within this Condominium Plan;
4. The use of a Storage Unit or a Parking Unit by anyone other than a Unit Occupant of a Residential Unit is prohibited. This provision does not apply to the Declarant while it owns any Storage Unit or Parking Unit.
5. Neither the Board nor any member thereof nor the Corporation shall be liable for any loss or damage or theft to any Unit Owner's or Unit Occupant's goods or chattels stored in any Storage Unit or storage space provided or permitted by the Corporation.
6. No Unit shall be occupied or used by anyone whose occupancy or use shall give rise to the possible cancellation of any policy of insurance. If any proposed or actual use of a Unit or the proposed or actual occupation thereof by any person or persons should in the sole determination of the Board upon the advice of its insurer and such other reliable counsel, cause a threatened or actual:
- a. increase in the cost of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation; or
 - b. cancellation and/or non-renewal of any or all of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation;

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

In addition, or, alternatively, in the sole and absolute discretion of the Board, if a Unit is occupied or used by anyone in a way that results in an increased insurance premium cost to the Corporation, the Unit Owner of the relevant Unit shall reimburse the Corporation for the amount of the increase, and the increase in premium cost shall be added to the said 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.

7. 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.
8. It shall be each Unit Owner's responsibility to ensure that all Visitors to and Unit Occupants of such Owner's Unit comply with and are aware of the Corporation's By-laws and all current Rules and it is a duty of the Unit Owners and Unit Occupants to comply with such By-laws and Rules.
9. No Unit Owner shall lease such Unit Owner's Unit to any person whose occupancy would be contrary to the provisions of this Declaration and no lease or license to occupy a Unit shall be granted until after such Unit Owner delivers to the Board:
 - a. A written statement signed by the Unit Owner representing and warranting that the proposed occupancy by the intended tenant(s) of the Unit shall comply in all respects with the conditions and restrictions on occupancy that are set out in this Declaration; and
 - b. an acknowledgement and undertaking signed by the proposed 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, appropriately completed but without omission or amendment to the substantive terms thereof:

I,, acknowledge and understand [if a corporation add: on behalf of the Corporation] that the Unit rented by me [or, in the case of a corporation: the Corporation] is a Unit within a registered condominium plan that is governed by the Ontario Condominium Act, 1998, and further covenant and agree [if a corporation add: on behalf of the Corporation] that [or, in the case of a corporation: the Corporation, its directors and officers], and my [or, in the case of a corporation: its] invitees, employees, clients, suppliers, contractors, servants and guests from time to time will, in using the Unit rented by me [or, in the case of a corporation: the Corporation] and the common elements, comply with all legislation applicable to condominiums in Ontario, the Declaration and the By-Law(s) and all Rules of the Condominium Corporation during the term of the tenancy.

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

10. In respect of a Unit that the Corporation has knowledge is subject of a charge registered in favour of Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area), upon receipt of notice from the Owner of such Unit that the same is leased, the Corporation shall forthwith sent notice to Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area) of the same, to which disclosure the Owner hereby irrevocably consents.

Condition or Restrictions Relating to the Transfer of the Units

11. Title to a Storage Unit or a Parking Unit is not permitted to be transferred to anyone who is not also the Owner of, or who is not also concurrently acquiring title to, a Residential Unit. The restriction on transfer of title does not apply to the temporary transfer of title to an estate trustee for the purpose of facilitating management of the estate of a deceased Unit Owner, provided that no use of the Storage Unit or Parking Unit shall thereby be allowed for any purpose other than (in the case of the Storage Unit) to store goods or (in the case of the Parking Unit) to keep parked a vehicle where such goods or vehicle (as the case may be) belong(s) to the deceased Unit Owner and only until title to such Unit is transferred to a buyer or beneficiary who also has or acquires title to a Residential Unit.

12. Provided the Declarant bears all costs associated with such transfer and the Parking Units and Storage Units are free from encumbrances, except as expressly permitted herein, upon receipt of written notice from the Declarant, the Corporation shall be obligated to accept title to any such Units as are owned by the Declarant and are set out in such notice.

Record of Names and Addresses for Service

13. For the purposes of the record of Unit Owners' and mortgagees' names and addresses that is required to be maintained by the Corporation pursuant to the Act (the "Record"), each Owner of every Unit is required to provide the Corporation with written notice of such Owner's name and current address for service immediately:
 - a. when such Owner acquires any ownership interest in the Unit, and
 - b. subsequently 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 Unit Owner, 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, then 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 Record. Furthermore, 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. It shall be each Unit Owner's responsibility to ensure that all Unit Occupants of such Owner's Unit comply with and are aware of all current rules and it is a duty of the Unit Owner to ensure that Unit Occupants comply with all such rules.

General Provisions Relating to Use of the Common Elements

14. No Unit Occupant may use any water supply which is intended solely for use in, on and for the Common Elements.
15. No Unit Occupant shall obstruct any of the walkways or Unit entrances or make any use of the same for any purpose other than pedestrian ingress to and egress from the Units and Common Elements.
16. No Unit Occupant shall make any use of a balcony or patio appurtenant to a Unit other than the Unit Occupant's Unit, without permission of the owner or another Unit Occupant of the Unit in question, and no Unit Occupant shall interfere with the proper use of a balcony or patio by a Unit Occupant of the Unit to which the same is appurtenant.
17. The traffic and parking rules established by the Board and the traffic and parking signage posted by or on behalf of the Board shall be complied with by all Unit Occupants and Visitors.
18. The balcony or patio appurtenant to a Unit are intended for exclusive use by the Unit Occupants of such Unit and no other person shall have any entitlement to the use thereof.
19. No motor vehicle shall be driven or placed on any part of the Common Elements other than on the roadway. No parking area shall be obstructed so as to hinder or prevent motor vehicular access thereto by the persons with a right to park or drive a motor vehicle thereon.
20. No repairs or adjustments to motor vehicles or any other machinery shall be carried out on the Common Elements or in or on any part of a Unit. No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, Storage Units or any part of the Common Elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces or Storage Units as an alternative to repairing the cause of the escape of gasoline, oil or other harmful substance from a vehicle.

Appearance and Alterations to the Units and Common Elements

21. Except with the prior express written consent of the Board and the Declarant (while it owns any Unit within this Condominium Plan):

- 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 the Unit that can be seen from any abutting street or from any other Unit within this Condominium Plan and/or from the Common Elements of the Corporation is permitted;
- c. specifically and without limiting the generality of the foregoing, no hot tub or other thing which may or does contain 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, 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, 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 paragraph is not applicable to the Declarant or to any Unit owned by the Declarant.

22. Anything that is permitted to be placed or constructed by or for a Unit Owner on or within any portion of the Common Elements must be kept in good condition by the Unit Owner, unchanged in appearance except as permitted in writing by the Board and the Declarant (while it owns any Unit within the Land), failing which any of the Board and the Declarant (while it owns any Unit within the Land) may either effect repairs as are necessary to ensure compliance with the foregoing or remove same from the Land. For such purpose, entry to any such Unit is permitted by or on behalf of the Corporation and the Declarant. Any costs relating to same are deemed to be common expenses due from the Unit Owner in question. This paragraph is deemed to be included in any agreement made between a Unit Owner and the Corporation pursuant to section 98 of the Act.
23. No one shall make any changes within or to a Unit that would:
- a. adversely affect noise attenuation features of the Unit or the building in which the Unit is situate if any; or
 - b. diminish the fire rating of the Unit or the building in which the Unit is situate; or
 - c. violate any applicable Building Codes, property standards or building regulations.
24. Any work within a Unit that requires a building permit may not be performed without the prior written consent of the Board which consent may be arbitrarily withheld. This paragraph is not applicable to any Unit owned by the Declarant.
25. 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 or 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 paragraph does not apply to any Unit owned by the Declarant.

26. 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.
27. No alterations or additions to any Parking Unit or Storage Unit are permitted without the express, written consent of the Board (which consent may be refused for any reason), and subject to the strict and complete fulfillment of any requirements imposed in connection with such consent being given, and, notwithstanding such permission, such alterations or changes shall remain the property of the Owner of the Parking Unit or Storage Unit and all liability in connection therewith shall belong to such Unit Owner who shall, with respect to any damage or injury resulting from the installation, existence, use or removal of such alteration or addition, fully indemnify and hold harmless the Corporation, its Board, agents, contractors and every other Unit Occupant. This provision shall not apply with respect to any Parking Unit or Storage Unit owned by the Declarant.
28. No person shall:
- a. remove any floor covering from any floor in any Unit without immediately replacing the same with floor covering that has at a minimum the same sound attenuation qualities as the floor covering being replaced or, if required in writing by the Board, with floor covering with such superior sound attenuation qualities as may be prescribed in writing by the Board in its absolute discretion; or
 - b. install hardwood flooring, ceramic flooring or any other flooring product other than carpet in accordance with the provisions of the prior paragraph in any part of a Residential Unit without the express written consent of the Board, which consent may be arbitrarily and unreasonably withheld, unless such person is replacing existing flooring with flooring of the same type of flooring as that being replaced and such replacement flooring has at a minimum the same sound attenuation qualities as the flooring being replaced or, if required in writing by the Board, with flooring with such superior sound attenuation qualities as may be prescribed in writing by the Board in its absolute discretion.
29. Provided further that the Board may, as a term of its consent in the foregoing paragraph, impose any conditions, restrictions or other requirements for the installation of any such flooring that the Board, in its unfettered discretion, may deem necessary. This paragraph and the foregoing paragraph are intended (without limiting the generality of the foregoing) to prevent or significantly impair noise transmission as between floors and the Residential Units within the Condominium Plan. In addition, if the Board is of the opinion that flooring in a Residential Unit has been damaged, destroyed or has worn to the point of allowing noise transmission that is unacceptable in the sole discretion of the Board the Owner of the Residential Unit shall replace the flooring in such Owner's Residential Unit with flooring that meets the specifications prescribed by the Board and within the time frame required by the Board. Without limitation of any of the foregoing, the Board has the right, if any flooring within a Residential Unit is requested to be altered, to require such work or materials as is necessary to ensure at least what is currently referenced as a IIC-55 rating is obtained.
30. There shall be no removal of any structure or feature required to be in place by any municipal, other governmental authority or governmental agency development or site plan agreement or requirement.
31. 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. The Board is not required to approve any applications for the foregoing and any approval given can be revoked in the absolute discretion of the Board. Otherwise, the only permitted HVAC System is that installed by or on behalf of the Declarant or as upgraded, replaced or added to from time to time by the Board. If any upgrade or addition by a Unit Owner is permitted, the external elements and components thereof may only be located where permitted by the Board. This foregoing part of this paragraph is not applicable to upgraded or additional HVAC System components placed by or on behalf or with the express written permission of the Declarant. All

additional or upgraded components of the HVAC System that are permitted hereunder to be made by a Unit Owner are hereby deemed to be part of the Unit so that the Unit Owner of the said Unit is responsible to maintain, insure, repair (after damage or otherwise) and replace the same as required by the Board in its discretion (exercised reasonably). Such additional or upgraded 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.

32. No changes increasing the electrical supply to a Unit are permitted unless pre-approved in writing by the Board. The Board is not required to approve any applications for the foregoing and any approval given can be revoked in the absolute discretion of the Board. The external elements and components of any permitted electrical equipment may only be located where permitted by the Board. This foregoing part of this paragraph is not applicable to electrical equipment placed by or on behalf of the Declarant.
33. There shall be no Telecommunication Device allowed within the Condominium Plan (other than if contained wholly within a Unit) without the prior written approval of the Board and then only in strict compliance with such approval. The Board has no obligation to provide such approval and any approval that the Board does give can be revoked in the absolute discretion of the Board. Without limiting the generality of the foregoing, the installation of satellites is prohibited and no other Telecommunication Device shall be permitted to be installed on the balcony or terrace adjacent to any Unit and the Board shall not approve the installation of any Telecommunication Device on the balcony or terrace adjacent to any Unit.
34. No window air-conditioners are permitted. No air-conditioning unit or heat pump or similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with the Units (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. The external elements and components of any such AC equipment may only be located where permitted by the Board. This foregoing part of this paragraph is not applicable to AC equipment placed by or on behalf of the Declarant whether before or after registration of the Unit. 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 the same service so that the Unit Owner of the said Unit is responsible to maintain, repair (after damage or otherwise) and replace the same as required by the Board in its discretion (exercised reasonably). For clarity, this provision does not supersede section 98 of the Act in the event that the installation or replacement of the AC equipment impacts the Common Elements.
35. Each Owner of a Residential Unit must keep the balcony appurtenant to such Owner's Residential Unit free and clear of any chattels or other items other than as specifically approved in writing from time to time by the Board, which approval, if given, can be revoked. Nothing may be affixed to any surface of any balcony except with the prior written approval of the Board from time to time, which approval, if given, can be revoked. Without limiting the generality of the foregoing, there shall be no barbecuing, heating of food or cooking on any balcony area appurtenant to any Residential Unit.
36. To the extent any of the foregoing changes, if permitted, involve changes to the Common Elements, all provisions of the Act relevant to the same continue to apply without exception. For clarity and without limiting the generality of the foregoing, this means that none of the foregoing provisions of this Article waives or overrides any obligations under the Act relating to changes to the Common Elements by Unit Owners, even where such changes occur in relation to a permitted change to any part of a Unit.

Joining Units

37. Notwithstanding any other provision of this Declaration, if title to two Units is held in common ownership and the Owner(s) of the same wish(es) to remove or alter such Units' boundary wall(s) and/or other components of the Units and/or portions of the Common Elements, if any, that lie between the two Units so as to permit physical passage between them, such Unit Owner(s) shall be permitted to do so, provided there is strict compliance with the following requirements:
- a. Prior to the commencement of any work, the Board, acting reasonably, must be satisfied that the use made by other Unit Occupants and/or the Corporation of the Units and Common Elements will not be unduly or unreasonably altered, disturbed or interfered with by the proposed work and that such work and the results thereof will

not unduly affect the structural integrity of any Unit or of the Common Elements nor adversely interfere with the electrical, heating or other mechanical fixtures, equipment or systems servicing other Units or the Common Elements, and therefore:

- i. Subject to the right of the Board to waive this requirement where the Board considers it appropriate to do so, the Unit Owner(s) must provide to the Board copies of all plans and specifications for the proposed alterations sufficiently in advance of the commencement of any work to give the Board a reasonable amount of time to review (with its engineering or other consultants) and comment upon such plans and specifications, which plans must (i) show in complete detail the proposed alteration(s), (ii) illustrate in sufficient detail the manner in which any other Unit and/or any servicing equipment, apparatus, systems or other portion of the Common Elements may be affected by such alteration(s) and (iii) be prepared by a duly licensed architect or engineer at the Unit Owner(s)'s expense; and
 - ii. the Unit Owner(s) shall make or have made any changes to such plans and specifications that the Board, acting reasonably, may require, and submit the same to the Board for its review before any work shall commence; and
 - iii. if required by the Board to do so, the Unit Owner must provide payment to the Board of a cash deposit or post a letter of credit or other security in favour of the Corporation that, in the opinion of the Board acting reasonably, is sufficient and satisfactory to secure any of the obligations or matters described or referred to in these provisions as a precondition to any work being commenced or completed;
 - b. the Unit Owner(s), in effecting such alteration(s), must:
 - i. comply with the provisions of all codes, rules, regulations and ordinances of any applicable governmental authority or agency having jurisdiction, and with the plans and specifications given to the Board and as revised in accordance with the Board's instructions, if any; and
 - ii. take adequate measures so that any noise, interference or vibration caused to any other Unit Occupant arising from the proposed removal work is minimized; and
 - c. such Unit Owner(s) shall jointly and severally indemnify and save the Corporation harmless from and against any and all costs, damages, expenses, claims or liabilities of any kind whatsoever which the Corporation may incur or suffer as a result of or in connection with such work and shall execute any and all further assurances as the Board may reasonably require in connection therewith.
38. If, following the removal or alteration of such Units' walls and/or other components of such Units and/or portions of the Common Elements, if any, that lie between the two Units in accordance with the foregoing provisions of this Article II of this Declaration, it is proposed that title to the said Units should cease to be held in common ownership, then:
- a. the removed or altered boundary wall(s) between the Units must, prior to such transfer of title (unless express permission is first given by the Board in writing for delay or deferral of such work), be restored to its/their original place, form and condition, including all Common Elements and Unit components thereof, including that the location of the wall(s) when restored must be in conformity to the location of the boundaries between the Units and between the Units and the Common Elements as set forth in the description, with such location and conformity being checked and verified by an Ontario Land Surveyor and approved by the Board, the costs of all of which shall be borne jointly and severally by the Owner(s); and
 - b. such restoration, when performed, must be performed strictly according to the same criteria and conditions set out in the foregoing provisions of this Article II of this Declaration that apply to the removal or alteration thereof, all at the Unit Owner(s) own expense, including, without limiting the generality of the foregoing, that the Unit Owner(s) may be required by the Board to provide payment to the Board of a cash deposit or post a letter of credit or other security in favour of the Corporation that, in the opinion of the Board acting reasonably, is sufficient and satisfactory to secure any of

the obligations or matters described or referred to in these provisions, and that the Unit Owner(s) shall have the same joint and several obligation to indemnify the Corporation in respect of such restoration work as was to be borne by them in relation to the original removal/alteration work; and

- c. if the restoration work is not completed in accordance with these provisions or as and when required by the Board, the Board and its contractors have the right to enter the Units in question and replace the Units' walls and/or other components of the Units and/or Common Elements, if any, that had been removed from between the two Units, all at the expense of the Owners of the said Units, whereupon, unless the amount of such expenses is immediately paid in full by the Owners of the said Units to the Corporation as and when requested by the Board in writing, equal proportions of the costs of such work shall be added to the common expenses payable for the Owners' Units and shall be considered to be common expenses in arrears owing on account of such Units such that the amounts in question can be the subject matter of a lien for common expense arrears pursuant to the Act.
39. The Declarant is not bound by the foregoing provisions of this Article II relating to the removal/alteration and restoration of party walls between Units, and is permitted, without requiring any further approval by the Board or any of the Unit Owners or the Corporation, to remove and, thereafter, to restore, if wanted, Unit walls and/or other components of a Unit and/or portions of the common element, if any, that lie between any two Units owned by the Declarant so as to permit physical passage between such Units, provided such removal is done in accordance with the *Ontario Building Code* and other applicable legislation and provided that the Declarant shall indemnify and save the Corporation harmless from and against any and all costs, damages, expenses, claims or liabilities of any kind whatsoever which the Corporation may incur or suffer as a result of or in connection with such work and shall execute any and all further assurances as the Board may reasonably require in connection therewith.

ARTICLE III: ACCESS TO UNITS AND COMMON ELEMENTS

Access by Declarant

1. Notwithstanding any other provisions of this Declaration, the Declarant is entitled to complete all buildings and all improvements to the property, enter onto the Common Elements and Units to complete the Condominium Plan, display signage on the Common Elements, maintain and use Units as models for display and sale purposes, to have potential purchasers and tenants visit any Units owned by the Declarant (including viewing the Common Elements and passing across same and using parking areas designated by the Declarant), 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 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, reasonable use of exterior lighting by the Declarant will not be considered a nuisance to other Owners. The Declarant is obligated to pay the common expenses attributed to any Unit which 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 its general rights of access upon reasonable notice under the Act, in the case of an emergency, one or more members of the Board, the management company, if any, and/or an agent or contractor of the Corporation may enter any Unit at any time and 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 or injury or other harm to an individual on 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 deemed (by the Board in its sole discretion) to be 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, subject to indemnification by the Owner in accordance with the further provisions of this

Declaration where the cause of such forced entry is attributed to the act or omission of the Owner.

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. Each Unit and the Common Elements are subject to a right of access in favour of the Declarant, the Corporation, the Town of Milton, Halton 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. Notwithstanding the foregoing, no entry to a Unit by a Unit Occupant of another Unit shall be undertaken without the express written consent of the owner and other Unit Occupants of the Unit subject of such entry for any work other than as is reasonably necessary for repairs to damaged components of the Unit (save and except that in a bona fide emergency such consent shall not be required) or with respect to the provision or repair of a utility service (including, without limitation, a telecommunications service) that cannot reasonably be repaired or provided to the other Unit in any other way. 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, 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 storm water, 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 has the right to enter any Unit and install any pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment and/or mains. If, as a result of future construction of any building or part thereof on this Condominium Plan, it is necessary to relocate any Bell Canada telecommunications facilities such relocation (if it can be accommodated by Bell Canada) will be at the sole cost and expense of the Corporation. If for any reason it is necessary to relocate facilities owned by Milton Hydro Distribution Inc., as a result of future construction of any building or part thereof on this Condominium Plan such relocation (if it can be accommodated by Milton Hydro Distribution Inc.) will be at the sole cost and expense of the Corporation.
5. The Corporation as a result of requesting Union Gas Limited to supply the Corporation with natural gas, hereby grants to Union Gas Limited a free, uninterrupted and unobstructed right and license in perpetuity to enter upon the Common Elements for the purpose of surveying,

constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said Common Elements, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment which Union Gas Limited may deem necessary or convenient thereto for the purpose of the furnishing of natural and/or manufactured gas to the Lands and to any buildings or other sources of outlet from time-to-time existing upon the Lands, together with the right of free uninterrupted and unobstructed access to the said Lands, and sources of outlet for Union Gas Limited, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right hereby given.

ARTICLE IV: MAINTENANCE AND REPAIRS

Units, Generally

1. Each Unit Owner must maintain and repair after damage (as such terms are defined in the Act) such Owner's Unit, and any and all improvements to such Unit (meaning, for clarity, such components of the Unit as are defined as "improvements" pursuant to the standard unit definition applicable to the Unit in question), and, without limiting the generality of the foregoing and for clarity only, everything therein and all components of and systems servicing such Unit that are within the Unit boundaries and form part of the Unit.
2. The Board, acting reasonably, is empowered to require maintenance, repair and/or replacement by the Unit Owner of any component of a Unit and to specify, in its sole discretion, the person, contractor or company to effect such maintenance, repair and/or replacement.
3. If a Unit Owner fails to maintain or repair after damage improvements to such Owner's Unit, and where the Board has determined that such failure gives rise to a risk of injury or damage to persons or property on or comprising the Condominium Plan, the Corporation may, in the sole discretion of the Board, effect such maintenance or repairs and the costs thereof shall be added to the common expenses payable for the Unit in question.
4. As high humidity levels within a Residential Unit can cause damage to the physical structure thereof and to other Units and Common Elements and/or give rise to conditions that promote the presence of and spread of mould it is essential that the levels of humidity within any Residential Unit be kept below the level at which damage or mould can occur. Humidity levels can be caused or contributed to by the actions or omissions of Unit Occupants. The Board is entitled to inspect each Residential Unit as it sees fit from time to time and monitor humidity levels within any Unit. All Unit Occupants must comply with any requirements of the Board from time to time as to doing or omitting from doing things or activities that the Board advises may cause or contribute to humidity levels higher than those prescribed by the Board. By way of example only the Board may require that fans or other air exchange devices be run during or following showering in order to force high humidity level air from the Residential Unit, that all clothes dryers be vented to the outside, that no clothes drying take place within a Residential Unit except within an externally vented clothes dryer, if any.
5. As cool temperatures in a Residential Unit can,
 - a. cause heat loss to nearby Units and Common Elements,
 - 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 Residential 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 Residential 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

6. Each Residential 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.
7. The Life Safety Warning Devices and Other Devices shall be kept by the Unit Owner in good operating condition and fully powered (as applicable) at all times.
8. Other than where or to the extent that this Declaration or the Act expressly provides that the Corporation has responsibility for repair of the same after damage, each Unit Owner must effect such repairs, replacements and maintenance in respect of such Unit Owner's Residential 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.
9. Each Residential Unit's Unit Systems, Life Safety Warning Devices and Other Devices and all components thereof shall be kept in accordance with all applicable governmental legislation, regulations and building or other codes all requirements prescribed by the Board and/or applicable law and/or and as the Board and the Corporation's and Unit Occupants' insurers may require from time-to-time and the same shall be kept in a good and safe condition at all times by the Unit Owner of the Unit in which the same are located.
10. Each Unit Owner shall, with respect to such Owner's Residential Unit, provide the Board with such evidence as the Board may require from time-to-time that:
 - a. all required Unit Systems, Life Safety Warning Devices and Other Devices, are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
 - b. the Unit's electrical system is in compliance with all applicable law and requirements of the Board;
 - c. all water using appliances, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
 - d. all ducts and vent pipes are clean and free of flammable and/or other materials;
 - e. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device the same service; and

- f. all Unit Systems air heating and/or air-conditioning mechanisms are in good operating condition, all required Life Safety Warning Devices, are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board.
- 11. The Board has the right to cause periodic inspections of any or all Units as may be required to confirm any of the foregoing. Such persons as are designated by the Board to perform such inspections are permitted entry to any and all Units from time-to-time on twenty four (24) hours prior notice given to any Unit Occupant except in the case of emergency as reasonably determined by the Board, in which case immediate entry may be obtained. The cost of all routine periodic inspections shall be paid by the Corporation but any additional inspections that the Board causes to be performed to fulfill any legal obligation, or upon the request of a mortgagee or Unit Owner, or due to any pending or completed transfer of title to the Unit, or to ensure that deficiencies noted in a prior inspection have been remedied, shall be at the cost of the Unit Owner.
- 12. The Board has the right to have its representatives make such installations or perform such work (including, without limiting the foregoing, any repairs, installations or replacements as may be recommended in a report based upon an inspection hereunder) required to ensure that:
 - a. all required Unit Systems, Life Safety Warning Devices and Other Devices, are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
 - b. the Unit's electrical system is in compliance with all applicable law and requirements of the Board;
 - c. all water using appliances, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
 - d. all ducts and vent pipes are clean and free of flammable and/or other materials;
 - e. all fireplaces, chimneys and flues are in compliance with all applicable law governmental legislation, regulations and building or other codes and in a proper state of repair and condition and clean and free of blockage and that chimneys and flues are free of flammable materials;
 - f. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device the same service;
 - g. all Unit Systems air heating and/or air-conditioning mechanisms are in good operating condition, all required Life Safety Warning Devices, are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board; and

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

Common Elements

- 13. The Corporation is responsible for maintenance and repair after damage of the Common Elements subject to the other relevant provisions of this Declaration.
- 14. Notwithstanding the foregoing:
 - a. Each Unit Owner must maintain and repair after damage (including repair or replacement after wear and tear and/or damage) those parts (if any) of the Common Elements designated for the exclusive use of the Unit Occupants of the Owner's Unit in accordance with the relevant provisions of the Act;

- b. each Unit Owner shall be responsible to keep clean the interior surfaces of all doors and windows providing ingress to and/or egress from such Owner's Unit; and
 - c. each Unit Owner must maintain in a neat and tidy condition any common element balcony or patio area appurtenant to such Owner's Unit and the portion of the Common Elements immediately exterior to any door providing ingress to or egress from the Owner's Unit.
15. Without limiting the generality of the foregoing, the Corporation is responsible for:
- a. the removal of snow from the parking areas and all of the common element roadways, driveways, entranceways, and walkways appurtenant to the building, subject to the limitations set out in this Declaration;
 - b. all grass cutting, other lawn care and landscaping of lawn areas and other plantings on the Common Elements.
16. All 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 designated parking areas. No Unit Occupant shall cause or permit any obstruction to be placed or left anywhere on the walkways contrary to the foregoing. 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.
17. Where the frame and wire or other construction forming the perimeter of a Storage Unit, including the door or gate providing access thereto and associated hardware, is damaged or otherwise in need of repair, the Owner of such Unit shall report the same immediately upon becoming aware of the same.

Provisions Relating to Sump Pumps

18. If a sump pump or sump pit is in or accessible from within a Unit, the Unit Occupants of such Unit shall keep the sump pump area or sump pit that is within such Unit free and clear of debris at all times, shall keep the immediate space and area around the pump mechanism piping and wiring open and free and clear of all objects and shall not enclose or build-in the pump mechanism piping and wiring in any manner

Garbage and Recycling

19. Each Unit Owner shall be responsible to arrange for removal of garbage and recycling materials from such Owner's Unit. No garbage, garbage containers or recycling materials or recycling containers shall be left on any part of the Common Elements except at such places and such times as are designated or expressly in writing approved by the Board.
20. The Board shall determine from time to time the manner in which garbage refuse and municipally approved recycling materials are collected from the property.

Insurance

21. With respect to any portion(s) of a Unit that it is not the responsibility of the Corporation to insure, the Corporation may require the Owner of such Unit:
- a. to maintain such insurance as the Corporation is of the opinion, acting reasonably, is necessary to insure the property on a replacement cost basis; and
 - b. to provide proof of adequate insurance at any time or times by the Corporation;

and if a Unit Owner does not maintain insurance which, in the opinion of the Corporation, is adequate to provide the replacement cost of such portion(s) of the Unit, the Corporation may obtain such insurance at the cost of the Unit Owner and the cost of same shall be a common expense for which the Unit Owner is responsible.

The Corporation must act reasonably in its requirements for insurance in accordance with this provision of this Declaration and give prompt written notice to all mortgagees of the Unit if it requires a Unit Owner to obtain adequate additional insurance as set out herein.

Provisions Pertaining to the Declarant

22. For the purpose of facilitating and expediting the identification, verification and rectification of any actual or alleged construction defects that may be covered by the warranties provided pursuant to the *Ontario New Homes Warranties Plan Act*, when the Corporation has retained an independent consultant (the "Performance Auditor") to conduct a performance audit, as defined by and in accordance with the provisions of the Act, (the "Performance Audit") the Corporation shall:

- a. Provide the Declarant with written notice of the Performance Audit at least fifteen (15) days prior to the same being conducted and the name and contact information of the Performance Auditor;
- b. permit the Declarant, and/or any of its employees, agents and representatives that it so chooses, to accompany and confer with the Performance Auditor while the Performance Audit is being conducted;
- c. provide the Declarant with a complete copy of the Performance Audit immediately upon receipt of the same from the Performance Auditor; and
- d. permit the Declarant, and/or any of its employees, agents and representatives that it so chooses, to provide such clarification or explanation of defects alleged or identified in the Performance Audit or otherwise by the Performance Auditor, and to perform such repairs or remedial work as is identified in the Performance Audit or otherwise by the Performance Auditor that the Declarant chooses, in its sole and absolute, to perform.

ARTICLE V: UTILITIES

Metering

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

Access

3. Access to the Units for the installation, replacement, repair, maintenance, upgrade and taking readings of such private flow meters, including any replacement thereof with meters installed by the municipality or utility supplier, is granted pursuant to paragraphs 4 and 5 of Article III of this Declaration and this paragraph.

Payment by Corporation

4. Although the Corporation shall not be obligated to pay any part of an Owner's arrears or other payments required from the Owner by the Municipality or supplier in connection with any utility service, the Corporation may in its sole discretion elect to do so. In the event the Corporation does pay any part of an Owner's arrears or other payments required from the Owner by the Municipality or supplier in connection with a utility service, such amount as well as any other costs, expenses or charges that arise on account of any act or omission of or by a Unit Occupant with respect to the supply of any utility service to the Unit in which such Unit Occupant resides, shall be the responsibility of the Owner who owns the Unit in question to repay to the Corporation and shall constitute common expenses of such Unit which are to 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 VI: 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 small dog (the weight of which may not exceed 20 kg.) or up to two cats or one such small dog and one cat; and/or
 - b. a reasonable number of small birds (e.g., parakeets, budgies, canaries and the like) kept caged within a Unit; and/or
 - c. small fish and/or turtles kept within a Unit in one or more aquariums the total volume of which does not exceed 120 liters.
 - d. 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 anywhere on this Condominium Plan (i.e., neither on the Common Elements nor in the Units). 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 property, 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; and
 - ii. 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 Unit 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 fail 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 Unit 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 VII: 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. In the absence of the prior written permission of the Board, motor vehicle(s) of a Unit Occupant may only be parked in a Parking Unit owned by the Unit Owner of the Unit in which such Unit Occupant is a resident. No motor vehicle of a Unit Occupant may be parked or left on any portion of the Common Elements except with the written permission of the Board.
4. No motor vehicle may be parked or left on any portion of the Common Elements by anyone except with the prior written permission of the Board, which permission can be revoked. Written permission can include signage designating parking for certain purposes or persons including permitting parking in areas designated for use by visitors.
5. The Board may from time to time regulate and allocate the use of parking spaces contained on the Land, not designated for use by Unit Occupants by permitting the lease or license of the

same to such residents of this Condominium Plan on such terms as may be determined by the Board from time to time.

6. There shall be no parking or storage of derelict and/or All-Terrain Vehicles and/or Recreational Vehicles of any kind and/or trailers of any kind other than as permitted in the rules and/or boats and/or tractors (including lawn tractors), machinery or other equipment or any other item of any kind anywhere on this Condominium Plan except that Unit Occupants may, subject to obtaining the prior written consent of the Board, park a Recreational Vehicle, at their Unit for the purpose of loading, unloading and/or cleaning immediately before or after a trip for a period of time not to exceed twenty-four (24) hours in any seven (7) day period.
7. The Board has the right to prohibit the parking within this Condominium Plan of any vehicle that is fuelled by other than gasoline, diesel fuel or electricity exclusively (or by a combination of the foregoing fuels), if the Board, acting reasonably, is of the view that such vehicle's presence within the Condominium Plan could pose a danger the buildings and/or any of the Unit Occupants.
8. One (1) or more of the parking spaces to be created within this Condominium Plan will be designated as "Handicapped Parking Space(s)". The Board is authorized and empowered to allocate or license any such designated Handicapped Parking Space(s) for use by one or more Unit Occupants of the Condominium Plan and it is expected that such use will likely be restricted to persons who are entitled to make use of municipal handicapped parking spaces. The Board is entitled to charge a fee for such use as a precondition to such use. No Unit Occupant has any rights to make use of any such designated Handicapped Parking Space. The Board has discretion to decide who is to use such Handicapped Parking Spaces and on what terms and for what period of time and to revoke any permission given to use the same. The Board has the right, as a condition of such approval, to require any Unit Occupant who is allocated the use of a Handicapped Parking Space to give up such Unit Occupant's rights to any other parking space that such Unit Occupant has the right to use and allow the same to be used for other parking as determined by the Board from time to time for so long as the Unit Occupant has the use of a Handicapped Parking Space. The discretion of the Board in this regard includes the right to allow the use of any such Handicapped Parking Space(s) by visitors to the Condominium Plan who may or may not be considered handicapped or otherwise qualify to use the same on account of the designation as being reserved for persons considered "handicapped".

Visitor Parking

9. 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.

ARTICLE VIII: 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 Corporation (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.

Requests for Records

- 5. In the event of a request for copies of any records of the Corporation pursuant to section 55 of the Act the Corporation is entitled to require payment of a fee to compensate the Corporation for labour and copying charges. In the event such fee is charged and is not paid by the time specified by the Board, the said fee shall be considered to be common expenses in arrears owing on account of the Unit associated with the party requesting such copies and therefore the amount of such fee can be the subject matter of a lien for common expense arrears pursuant to the Act.
- 6. The Declarant shall not be required to pay any fee for the provision of a status certificate that covers all of the Units, or all of the Units then being sold by the Declarant.

Damage

- 7. If damage should occur to part of the Common Elements and:
 - a. was caused by an act or omission of a Unit Occupant or Visitor; and
 - b. was not caused by the Corporation or any agent or employee thereof while acting in the service of the Corporation;

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 owing by the Unit Owner on 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.

8. If damage should occur to a Unit, and:
- a. such damage was not caused by the Corporation or any agent or employee thereof while acting in the service of the Corporation; and
 - b. such damage or any part thereof is repaired at the expense of the Corporation,

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.

9. 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

10. 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 _____, 201__

MILTON CENTRE CO-OPERATIVE DEVELOPMENT CORPORATION

Per: _____
Name:
Office:

I have authority to bind the corporation.

Schedule A

The following is a description of the land and interests appurtenant to the land intended to be governed by the Act, including a description of every easement, as shown on the description that, upon the registration of the declaration and description, will be appurtenant to the land or to which the land will be subject:

In the Town of Milton, being composed of Part of Lot 13, Concession 3 Trafalgar being Part 1 on Reference Plan 20R-9214; Town of Milton

[Prior to condominium registration easements may be registered in favour of utility providers and/or the municipality for the provision and maintenance of services to the property.]

Being all of PIN 24945-0128 (LT)

I am the solicitor who is registering this Declaration.

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

Dated the ____ day of _____, 20 ____.

CLIFTON KOK LLP

By: _____
Jessica Spataro

Schedule B

1.

Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area) has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number HR1092765 in the Land Registry Office for the Land Titles Division of Halton (No. 20).
2.

Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area) 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.

Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area) postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4.

Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area) is entitled by law to grant this consent and postponement.

Dated this ____ day of _____, 20____.

Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area)

Per:_____
Name:
Title:

Per:_____
Name:
Title:

I/We have authority to bind the corporation.

Schedule B

- 5. VanMar Constructors Ontario Inc. has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number HR1163206 in the Land Registry Office for the Land Titles Division of Halton (No. 20).
- 6. VanMar Constructors Ontario Inc. consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 7. VanMar Constructors Ontario Inc. postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 8. VanMar Constructors Ontario Inc. is entitled by law to grant this consent and postponement.

Dated this ____day of _____, 20____.

VanMar Constructors Ontario Inc.

Per:_____
Name:
Title:

Per:_____
Name:
Title:

I/We have authority to bind the
corporation.

Schedule C

UNIT BOUNDARY DESCRIPTION

The following is an initial draft of the unit boundary description and will be refined by the project surveyor. The intention is that the units will have “traditional” unit boundaries, such that the Units shall not include any exterior components of the buildings or lands.

Each Unit shall comprise the area within the heavy lines as shown on Part ____, Sheet ____ of the Description with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below as illustrated on Part ____, Sheet ____ of the Description and all dimensions shall have reference to them.

A. With respect to the **Residential Units** (being Units 1 and 2, on Level 1, Units 1 through 12 both inclusive, on Levels 2 through 9, both inclusive, and Units 1 to 9, both inclusive, on each of Levels 10 and 11):

The horizontal boundaries of each Unit are:

- 1. the unfinished interior face and plane of the studs on masonry walls, and the interior surface of concrete walls; and
- 2. the interior (or unit-side) finished surfaces of the windows, window frames, doors and door frames providing ingress to or egress from the Unit, and the interior surface of all glass panels therein.

The vertical boundaries of each Unit are:

- 1. the upper surface of the concrete slab floor; and
- 2. the lower face and plane of the ceiling beams or concrete slab.

B. With respect to the **Parking Units** (being Units 3 to 118, both inclusive, Level 1):

The horizontal boundaries of each Unit are:

- 1. The horizontal boundaries are the monuments and planes established by measurement as illustrated on Part ____, Sheet ____ of the Description.

The vertical boundaries of each Unit are:

- 1. there are no upper vertical limits; and,
- 2. the lower vertical limit is the upper surface of the asphalt or concrete slab floor of the Unit.

Notwithstanding anything hereinbefore provided to the contrary, no Parking Unit shall include any structure erected or located within or upon the boundaries thereof.

C. With respect to the **Storage Units** (being Units 119 to 220, both inclusive, Level 1):

- 1. The Unit boundaries shall comprise the area within the heavy lines shown on Part ____, Sheet ____ of the Description with respect to the Unit numbers indicated thereon.

The undersigned certifies that the written description of the monuments and boundaries of the units accurately corresponds with the diagrams of the Units described in clause 8 (1) (d) of the *Condominium Act, 1998* shown on the plans of survey of the description prepared in accordance with Ontario Regulation 49/01.

Dated the ____ day of _____, 201____

[Surveyor]

Per: _____

[Name], 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. The proportions of the contributions of common expenses and common interest is calculated based on the relative square footage of each of the Residential Units, subject to a minor percentage being attributed to the Parking Units and Storage Units to cover the essential maintenance and repair costs pertaining thereto.

UNIT	LEVEL	SUIT NUMBER	PROPORTIONATE SHARES OF CONTRIBUTIONS TO THE COMMON EXPENSES EXPRESSED AS PERCENTAGES	PROPORTIONATE SHARES OF THE COMMON INTEREST EXPRESSED AS PERCENTAGES
Residential Units				
1	1	101	0.9703789903	0.9703789903
2	1	102	0.8924210958	0.8924210958
1	2	201	0.9367120735	0.9367120735
2	2	202	0.7328484746	0.7328484746
3	2	203	0.5439263197	0.5439263197
4	2	204	0.8232395995	0.8232395995
5	2	205	0.9171768895	0.9171768895
6	2	206	0.5180480596	0.5180480596
7	2	207	0.9729195266	0.9729195266
8	2	208	0.8076884382	0.8076884382
9	2	209	0.5789618314	0.5789618314
10	2	210	0.8008848051	0.8008848051
11	2	211	0.9816429968	0.9816429968
12	2	212	0.5345711685	0.5345711685
1	3	301	0.9367120735	0.9367120735
2	3	302	0.7328484746	0.7328484746
3	3	303	0.5439263197	0.5439263197
4	3	304	0.8232395995	0.8232395995
5	3	305	0.9171768895	0.9171768895
6	3	306	0.5180480596	0.5180480596
7	3	307	0.9729195266	0.9729195266
8	3	308	0.8076884382	0.8076884382
9	3	309	0.5789618314	0.5789618314
10	3	310	0.8008848051	0.8008848051
11	3	311	0.9816429968	0.9816429968
12	3	312	0.5345711685	0.5345711685
1	4	401	0.9367120735	0.9367120735
2	4	402	0.7328484746	0.7328484746
3	4	403	0.5439263197	0.5439263197
4	4	404	0.8232395995	0.8232395995
5	4	405	0.9171768895	0.9171768895
6	4	406	0.5180480596	0.5180480596
7	4	407	0.9729195266	0.9729195266
8	4	408	0.8076884382	0.8076884382
9	4	409	0.5789618314	0.5789618314
10	4	410	0.8008848051	0.8008848051
11	4	411	0.9816429968	0.9816429968
12	4	412	0.5345711685	0.5345711685
1	5	501	0.9367120735	0.9367120735
2	5	502	0.7328484746	0.7328484746
3	5	503	0.5439263197	0.5439263197
4	5	504	0.8232395995	0.8232395995
5	5	505	0.9171768895	0.9171768895
6	5	506	0.5180480596	0.5180480596
7	5	507	0.9729195266	0.9729195266
8	5	508	0.8076884382	0.8076884382
9	5	509	0.5789618314	0.5789618314
10	5	510	0.8008848051	0.8008848051

11	5	511	0.9816429968	0.9816429968
12	5	512	0.5345711685	0.5345711685
1	6	601	0.9367120735	0.9367120735
2	6	602	0.7328484746	0.7328484746
3	6	603	0.5439263197	0.5439263197
4	6	604	0.8232395995	0.8232395995
5	6	605	0.9171768895	0.9171768895
6	6	606	0.5180480596	0.5180480596
7	6	607	0.9729195266	0.9729195266
8	6	608	0.8076884382	0.8076884382
9	6	609	0.5789618314	0.5789618314
10	6	610	0.8008848051	0.8008848051
11	6	611	0.9816429968	0.9816429968
12	6	612	0.5345711685	0.5345711685
1	7	701	0.9367120735	0.9367120735
2	7	702	0.7328484746	0.7328484746
3	7	703	0.5439263197	0.5439263197
4	7	704	0.8232395995	0.8232395995
5	7	705	0.9171768895	0.9171768895
6	7	706	0.5180480596	0.5180480596
7	7	707	0.9729195266	0.9729195266
8	7	708	0.8076884382	0.8076884382
9	7	709	0.5789618314	0.5789618314
10	7	710	0.8008848051	0.8008848051
11	7	711	0.9816429968	0.9816429968
12	7	712	0.5345711685	0.5345711685
1	8	801	0.9367120735	0.9367120735
2	8	802	0.7328484746	0.7328484746
3	8	803	0.5439263197	0.5439263197
4	8	804	0.8232395995	0.8232395995
5	8	805	0.9171768895	0.9171768895
6	8	806	0.5180480596	0.5180480596
7	8	807	0.9729195266	0.9729195266
8	8	808	0.8076884382	0.8076884382
9	8	809	0.5789618314	0.5789618314
10	8	810	0.8008848051	0.8008848051
11	8	811	0.9816429968	0.9816429968
12	8	812	0.5345711685	0.5345711685
1	9	901	0.9367120735	0.9367120735
2	9	902	0.7328484746	0.7328484746
3	9	903	0.5439263197	0.5439263197
4	9	904	0.8232395995	0.8232395995
5	9	905	0.9171768895	0.9171768895
6	9	906	0.5180480596	0.5180480596
7	9	907	0.9729195266	0.9729195266
8	9	908	0.8076884382	0.8076884382
9	9	909	0.5789618314	0.5789618314
10	9	910	0.8008848051	0.8008848051
11	9	911	0.9816429968	0.9816429968
12	9	912	0.5345711685	0.5345711685
1	10	1001	0.9367120735	0.9367120735
2	10	1002	0.7328484746	0.7328484746
3	10	1003	0.5439263197	0.5439263197
4	10	1004	0.8232395994	0.8232395994
5	10	1005	0.8076884382	0.8076884382
6	10	1006	0.5789618314	0.5789618314
7	10	1007	0.8008848051	0.8008848051
8	10	1008	0.9816429967	0.9816429967
9	10	1009	0.5345711685	0.5345711685
1	11	1101	0.9459407639	0.9459407639
2	11	1102	0.7401044001	0.7401044001
3	11	1103	0.6035794466	0.6035794466
4	11	1104	0.8313904866	0.8313904866
5	11	1105	0.8156853534	0.8156853534

6	11	1106	0.6424573497	0.6424573497
7	11	1107	0.8088143577	0.8088143577
8	11	1108	0.9913143563	0.9913143563
9	11	1109	0.5345711685	0.5345711685
Parking Units				
3	1		0.0752927004	0.0752927004
4	1		0.0752927004	0.0752927004
5	1		0.0752927004	0.0752927004
6	1		0.0752927004	0.0752927004
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116	1		0.0752927004	0.0752927004
117	1		0.0752927004	0.0752927004
118	1		0.0752927004	0.0752927004
Storage Units				
119	1		0.0250975668	0.0250975668
120	1		0.0250975668	0.0250975668
121	1		0.0250975668	0.0250975668
122	1		0.0250975668	0.0250975668
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217	1		0.0250975668	0.0250975668
218	1		0.0250975668	0.0250975668
219	1		0.0250975668	0.0250975668
220	1		0.0250975668	0.0250975668
Totals			100.000000	100.000000

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.
4. Any monies owing by a Unit Owner to the Corporation which are deemed in this Declaration to be common expenses owing by a Unit Owner or stated in this Declaration to be common expenses owing by a Unit Owner or added to an Owner’s contribution to common expenses may be subject to a lien pursuant to the Act and shall be considered due upon the invoice for same being presented or delivered to the Unit Owner or mailed to the address maintained pursuant to Section 47 of the Act for the Unit Owner if such address has been provided by the Unit Owner, failing which the invoice for the foregoing shall be considered presented or delivered to the Unit Owner by leaving same at or mailing same by registered mail or ordinary mail to the Unit owned by such Unit Owner. In the event of mailing, the invoice shall be deemed to be presented or delivered to the Unit Owner on the day of mailing.

Schedule F

EXCLUSIVE USE COMMON ELEMENT AREAS

There are no exclusive use areas shown on the description.

Schedule G

CERTIFICATE OF ARCHITECT OR ENGINEER

(SCHEDULE G TO DECLARATION FOR A STANDARD
OR LEASEHOLD CONDOMINIUM CORPORATION)

(under clauses 5(8)(a) or (b) of Ontario Regulation 48/01 or
clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

Condominium Act, 1998

I certify that:

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

- 1. ☒ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
- 2. ☒ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
- 3. ☒ Except as otherwise specified in the regulations, walls and ceilings of the Common Elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
- 4. ☒ There are no underground garages.
- 5. ☒ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a Unit and designed for use only within the Unit.
- 6. ☒ All installations with respect to the provision of water and sewage services are in place.
- 7. ☒ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8. ☒ All installations with respect to the provision of air conditioning are in place.
- 9. ☒ All installations with respect to the provision of electricity are in place.
- 10. ☒ There are no indoor and outdoor swimming pools.
- 11. ☒ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this ____ day of _____ 201____

[PROJECT ARCHITECT OR ENGINEER]

Per: _____
Name:
Seal