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# TABLE OF CONTENTS TO DISCLOSURE STATEMENT

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*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***

Form 12  
Condominium Act, 1998  
DISCLOSURE STATEMENT  
TABLE OF CONTENTS  
(under subsection 72 (4) of the *Condominium Act, 1998 – the “Act”*)

**Declarant’s name:** Milton Centre Co-operative Development Corporation

**Declarant’s municipal address:** c/o Options for Homes GTA, 310 – 468 Queen Street E., Toronto, Ontario M5A 1T7

**Brief legal description of the property:** Part Lot 13, Concession 3 Trafalgar; being Part 1 on Reference Plan 20R-9214; all in the Town of Milton, Halton Region and currently all of PIN 24945-0128 (LT).

**Mailing address of the property:** c/o M.F. Property Management, 28 Bett Court, Guelph, Ontario N1C 0A5.

**Municipal address of the property (if available):** 716 Main Street East, Milton, Ontario.

**Condominium Corporation:** Halton Standard Condominium Corporation No. \_\_\_\_\_ (known as the “Corporation”).

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

**Purchasers should review all documentation.**

In this Table of Contents,

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

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

<i>Matter</i>		<i>Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing declaration, by-laws, rules or other material in the disclosure statement</i>
1.	The Corporation is a freehold condominium corporation that is a standard condominium corporation.	Refer to: Article 1, clause 1, on page 1 of the disclosure statement, and on page 2 of the declaration.
2.	The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes    No <input checked="" type="checkbox"/> <input type="checkbox"/> Refer to: Article 7 on Pages 4, 5 and 6 of the disclosure statement.
3.	The common elements and the units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act.  Note: Enrolment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Plan Act</i> .	Yes    No <input checked="" type="checkbox"/> <input type="checkbox"/> Refer to: Article 7, clause 1 on Pages 4 and 5 of the disclosure statement.
4.	A building on the property or a unit has been converted from a previous use.	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/> Refer to: Article 16, clause 6 on page 7 of the disclosure statement.
5.	One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/> Refer to: Article II, clause 2 on page 5 of the declaration.
6.	A provision exists with respect to pets on the property.	Yes    No <input checked="" type="checkbox"/> <input type="checkbox"/> Refer to: Article 5 on page 4 of the disclosure statement; and Article VI on pages 20, 21 and 22, inclusive, of the declaration; and rules 12 to 14, inclusive, on page 3 of the proposed rules.
7.	There exist restrictions or standards with respect to the use of common elements or the occupancy and use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.	Yes    No <input checked="" type="checkbox"/> <input type="checkbox"/> Refer to: Article 2, on page 2, Article 3, on pages 2 and 3, Article 4, on page 3, and Article 5, on page 4 of the disclosure statement; Article II, pages 4 to 13 of the declaration; Article IV, pages 15 to 19 of the declaration; rules 2 to 4 and 6 on pages 2 to 3 of the proposed rules; rules 11, 12, 15 and 18 to 23 on page 3 of the proposed rules; rule 26 on page 4 of the proposed rules.
8.	The Declarant intends to lease a portion of the units.	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/> Refer to: Article 2, clause 7 on page 2 of the disclosure statement;

9.	The common interest appurtenant to one or more units differs in an amount of 10 per cent or more from that appurtenant to any other unit of the same type, size and design.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: Article 1, clause 5 on page 1 of the disclosure statement.
10.	The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 per cent or more from that required of the owner of any other unit of the same type, size and design.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: Article 1, clause 5 on page 1 of the disclosure statement.
11.	One or more units are exempt from a cost attributable to the rest of the units.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: Article 8, clause 2 on Page 6 of the disclosure statement.
12.	There is an existing or proposed by-law establishing what constitutes a standard unit.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Refer to: Article 14, clause 4 on page 7 of the disclosure statement; Article X on pages 11 to 13 of proposed by-law No. 1.
13.	Part or the whole of the common elements are subject to a lease or licence.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: Article 11 on page 6 of the disclosure statement.
14.	Parking for owners is allowed:			Refer to:
(a)	in or on a unit;	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Article 4, on page 3 of the disclosure statement; Article VII, clause 3 on page 22 of the declaration.
(b)	on the common elements;	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Article VII, clause 3 on page 22 of the declaration.
(c)	on a part of the common elements of which an owner has exclusive use.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Schedule F on page 36 of the declaration.
	There are restrictions on parking.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Article II, clause 4 on page 6 of the declaration; Article VIII, clauses 1 to 9, inclusive, on pages 23, 24 and 25 of the declaration; rules 5 to 9 on page 2 of the proposed rules.
15.	Visitors must pay for parking.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: Article VII, clause 9 on page 23 of the declaration.
	There is visitor parking permitted on the property.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Article 1, clause 4 on page 1 of the disclosure statement; Article VII, clause 9 on page 23 of the declaration.
16.	The Declarant may provide major assets and property, even though it is not required to do so.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: Article 16, clause 7 on page 7 of the disclosure statement.
17.	The corporation is required:			Refer to:
(a)	to purchase units or assets;	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Article 16, clause 8 on page 8 of the disclosure statement.
(b)	to acquire services;	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Article 16, clause 8 on page 8 of the disclosure statement.

(c)	to enter into agreements or leases with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant.  The Corporation must enter into the Indemnity Agreement with the Declarant.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Article 13 on pages 6 and 7 of the disclosure statement; Article 16, clause 8 on page 8 of the disclosure statement.
18.	The Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant owns land adjacent to the land described in the description.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: Article 15, clauses 1 and 2 on page 7 of the disclosure statement.
19.	To the knowledge of the Declarant, the Corporation intends to amalgamate with another corporation or the Declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: Article 9, clauses 1 and 2 on page 6 of the disclosure statement.
20.	n/a			
21.	n/a			
22.	n/a			
23.	n/a			
24.	n/a			
25.	n/a			
26.	n/a			
27.	n/a			

The purchaser’s rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Pages 8 and 9, inclusive, of the disclosure statement where sections 73 and 74 of the Act are reproduced.

This disclosure statement is made this 14<sup>th</sup> day of March, 2016; references to pages in the declaration were updated on the 9<sup>th</sup> day of March, 2017, on account of provisions added as paragraph 15 on page 4 of the declaration as required by the municipality.

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# DISCLOSURE STATEMENT

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*for*

## A STANDARD CONDOMINIUM PLAN

*located at*

**716 Main Street East  
Milton, Ontario**

*by*

**MILTON CENTRE CO-OPERATIVE DEVELOPMENT CORPORATION**

This disclosure statement is made March 14, 2016.

The Declarant is Milton Centre Co-operative Development Corporation (hereinafter, the “Declarant”) and the Project is referred to as “Jasper Condos”.

The Declarant’s address is c/o Options for Homes GTA, 310 – 468 Queen Street East, P.O. Box 28, Toronto Ontario M5A 1T7.

The property address is 716 Main Street East, Milton, Ontario (hereinafter, the “Property”).

### Article 1 – Proposed Condominium

1. The Property is proposed to be a freehold standard condominium corporation pursuant to the *Condominium Act, 1998* (the “Act”). The legal description of the property is Part Lot 13, Concession 3, Trafalgar New Survey, Part 1, Plan 20R-9214, Milton/Trafalgar, being currently all of PIN 24945-0128 (LT). The proposed condominium is sometimes referred to in this Disclosure Statement as the “Project” or, when discussing the condominium corporation to be created by the condominium approval and registration process, the “Corporation”.
2. For clarity while reading this document and all other documents forming part of the disclosure package of which this is a part:
  - a. A “unit” is that portion of the condominium plan that is owned individually; and
  - b. the “common elements” are all other parts of the condominium plan and are owned by all unit owners as tenants-in-common.

When purchasing a unit in a condominium, you obtain “freehold” title to the unit and an undivided interest (a portion of the “common interest”) in all the common elements of the condominium.

3. What constitute the boundaries between units and common elements may differ widely from condominium to condominium. In the case of the Project, each of the residential units consists of the interior of the dwelling, including drywall. The proposed parking units will begin at the upper surface of the asphalt or concrete slab base of the unit and will be defined by the monuments and planes established by measurement as illustrated on the proposed description plans (a particular type of survey plan required to be registered to create the condominium). The proposed storage units consist of the air space within the boundaries of such unit as defined in Schedule C to the Declaration and the condominium plan. (The actual materials used to construct the storage units will be considered as common elements.) These statements are provided to give you only a general idea of what constitutes the boundaries between the units and common elements in the Project. For more precise information you should carefully review the relevant provisions in the proposed declaration.
4. Site Plan approval has not yet been obtained for the Project but it is expected the total number of residences to be built and sold within the Project will be one-hundred-and-sixteen (116). There are proposed to be sufficient parking units to permit one allocated to each residential unit as well as several common element visitor parking spaces. It is possible that some or all of the proposed parking units will in fact be created as “exclusive use common elements” allocated to the residential units. A lesser number of storage units will be available for purchase by purchasers of residential units. The proposed common elements may include any or all of the following: (this is not an exhaustive list)
  - a. the driveways, walkways, and exterior landscaped areas;
  - b. the building lobby and elevator;
  - c. balconies and patios (appurtenant to each residential unit);
  - d. a roof top patio;
  - e. a guest suite; and
  - f. the structural components of the building.
5. Proportions of the common interest in the common elements and proportionate responsibility to pay contributions to the common expenses are allocated to the individual units as percentages set out in Schedule D to the proposed declaration. Such allocations are allocated proportionally amongst all of the residential units, based on the approximate, proposed relative square footage of each such unit and patio or balcony appurtenant to such unit, the corner features and ceiling heights. The allocations with respect to the parking units shall be such that they result in a monthly common expense fee per unit per month of between \$20.00 and \$50.00. The allocations with respect to the storage units shall be such that they result in a monthly common expense fee per unit per month of approximately \$10.00. No unit is allocated a proportion of either the common interest or responsibility for the common expenses that is greater than 10%

more or less than what is allocated to any other unit of the same type, size and design.

6. There are no representations with respect to the quality of materials or appearance of buildings other than those specifically set out as representations in this disclosure statement.

## **Article 2 – Use, Occupancy and Sale of Units**

1. The residential units are for residential use only and solely as single family dwellings. The Declarant has no intention to market a block or blocks of units to investors. However, no restriction is placed upon the marketing or sale of units to investors and the number that may be purchased by a corporation, though the purchase by a municipal corporation is restricted to ten.
2. The proposed declaration will prohibit transient occupancies (e.g., occupancies in the manner of a hotel or boarding house) of the units.
3. There are several restrictions in the proposed declaration and rules pertaining to the kind of activity that can be carried out in the units. Such provisions could be more restrictive than applicable zoning by-laws. You should carefully review these restrictions. The Declarant cannot be held responsible if you purchase the unit and your intended use is not permitted. It will be the responsibility of the board of directors of the Corporation (the “Board”) to strictly enforce such restrictions. The restrictions include that the units may not be used or occupied in any way or for any purpose that:
  - a. is contrary to the *Condominium Act, 1998*, or the declaration of the Corporation;
  - b. is commercial in nature;
  - c. is illegal;
  - d. 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;
  - e. 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);
  - f. in the opinion of the Board presents any significant threat of injury to the health, safety or security of any of the unit occupants or risk of damage to the units, common elements and/or assets within the condominium plan;
  - g. causes or generates or permits noise over and above what might be reasonably expected in a residential setting unless permitted by the Declaration or otherwise by the Board in writing and subject to such conditions or restrictions as the Board may choose to impose; or
  - h. in the discretion of the Board acting reasonably creates or is the cause of any nuisance affecting other unit occupants of units within the condominium plan.
4. Home offices are permitted within residential units provided they are allowed by municipal by-law and do not generate an unreasonable amount of vehicular or pedestrian traffic or otherwise cause significant irritation to other residents. The Board shall have authority to prohibit home offices that violate such requirements.
5. No residential unit is to be occupied or used by anyone whose occupancy or use shall give rise to the possible cancellation of any policy of insurance.
6. It shall be each unit owner’s responsibility to ensure that all unit occupants of such owner’s unit(s) comply with and are aware of all by-laws and rules of the Corporation and it is a duty of the unit owners and unit occupants to comply with such by-laws and proposed rules.
7. The Declarant has no present intention to lease more than zero per cent (0%) of the proposed units of this condominium plan. However, the Declarant maintains the right to lease one or more units that it does not sell.
8. The Declarant reserves the right to maintain one or more models in the Project until after the registration and sale of all residential units in the Project. This will include the right of prospective purchasers to visit the model residential unit(s) and park cars on the common elements in any areas designated for such use by the Declarant, acting reasonably.
9. The Declarant may require the Corporation to acquire title to some of the storage units.

## **Article 3 – Unit Maintenance and Repair, Alterations, Snow Removal, Grass Cutting**



1. When buying a condominium unit, you do not have complete freedom to make any changes to the property that you desire. There are various provisions in the Act as well as the draft declaration that restrict the alterations and additions that can be made to either the units or the common elements. Those provisions of the Act and the declaration and rules should be carefully reviewed before determining whether any changes you might wish to make can be made. You may wish to seek the advice of a lawyer or realtor knowledgeable about condominiums to gain further understanding of the rights and obligations that pertain to condominium ownership.
2. As set out in greater detail in the proposed declaration, each unit owner, must maintain such unit owner's unit and repair the same (including repair after damage), including the improvements thereto. (Please note that "improvements" is a defined category under the Act, and it is that meaning which is imported here.) Unit owners are also expected to keep clean the windows and doors to their units. The Corporation may be entitled to charge its costs of cleaning such parts of the property that the owner is required to clean if the owner does not do so.
3. Each unit owner is responsible to ensure that his or her unit is and remains equipped 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 that such life safety warning devices are kept in good operating condition. The Corporation will have the right to enter into and inspect the units to ensure such life safety warning devices are in place and in working condition. Unit owners also have other responsibilities for the safety of their units that the condominium may inspect and require to be done. Full details are set out in the proposed declaration.
4. Subject to certain provisions in the proposed declaration, the Corporation is responsible for maintenance and repair of the common elements, which responsibilities include the removal of snow and ice from all common element roadways, driveways, entranceways and walkways, and grass cutting and landscape maintenance in all common element lawn and landscaped areas.
5. No telecommunication device is 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.

#### **Article 4 – Parking**

1. The parking areas of the Project are proposed to be units, although some of the parking spaces may ultimately be designated as common elements that are either allocated for the exclusive use of the occupants of particular units or are left as regular common elements under the express control of the Corporation. The Declarant may require the Corporation to acquire title to certain of the parking units.
2. Subject to availability, residential unit owners may have the option to purchase one or more parking units. No parking units will be available for purchase or lease by anyone who is not the owner of a residential unit within the condominium plan.
3. Owners of parking units shall not be permitted to transfer the title to (e.g., sell) such parking unit to anyone who is not a resident of the condominium. (For your information, the same restriction applies to storage units within the Project.)
4. 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 or space owned by or allocated to such unit occupant. Unit occupants may not use designated visitor parking spaces for their own vehicles as there are to be reserved for use by bona fide visitors to the Property, subject to any contrary determination made by the Board. In the absence of the prior written permission of the Board, no overnight parking is permitted in any area marked for or designated for visitor parking.
5. The traffic and proposed 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. These include restrictions on the types of vehicle that can be parked on the property (e.g., prohibitions against derelict and certain types of recreational vehicles) and a prohibition against mechanical repairs being performed on the Property. For complete details, see the proposed declaration and rules.
6. One 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".

#### **Article 5 – Pets**

1. There are detailed provisions regarding permitted pets contained in the proposed declaration and rules, including restrictions as to the number and types of pets that may reside on the property.
2. Such provisions include restrictions on pets to prohibit the presence of certain breeds of dogs or aggressive dogs, including Pit Bull, Rottweiler, Doberman, Akitas and any sort of guard dog or dog originally bred for fighting or any dog which is a cross of one or more of these breeds or types of dogs. The condominium will have discretion from time to time to prohibit other breeds of dogs which may give rise to safety concerns by the residents of the Project and therefore be prohibited. Full details are set out in the proposed declaration and rules.
3. If you have a pet or intend to have one, you should carefully review the provisions in the proposed declaration that set out in detail the foregoing and other restrictions to ensure your pet is allowed before purchasing your unit.

#### **Article 6 – Proposed Condominium Documents**

1. The proposed declaration for the condominium outlines (amongst other things, including provisions referenced elsewhere in this disclosure statement):
  - a. the division of ownership of units and common elements, detailing the boundaries of the units and designating which of the common elements are for the exclusive use of certain units, if any;
  - b. the percentage ownership that each unit owner has in the common interest and the percentage contribution required of each unit owner toward payment of common expenses;
  - c. certain restrictions on the use of units and common elements, including provisions relating to physical changes to the property; and
  - d. maintenance and repair obligations of the unit owners and the Corporation.
2. Proposed By-law No. 1 for the condominium sets out the requirements for:
  - a. holding and conducting meetings of unit owners;
  - b. notice requirements for meetings;
  - c. voting rights of owners and mortgagees;
  - d. election of directors and appointment of officers of the Corporation;
  - e. assessing and collecting common expenses;
  - f. the borrowing of money by the Corporation;
  - g. defining the Standard Units;<sup>1</sup> and
  - h. provisions relating to the process for mediation of disputes.

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<sup>1</sup> It is important that each owner be aware that the condominium's standard unit by-law will define the "standard unit" (i.e., those components of the units to be insured by the condominium) for the residential units as only including that shell part of the unit which is required to be completed in order to permit the Declarant to effect registration of the condominium. All "completion" items within a residential unit over and above this level of construction must be insured by the unit owner pursuant to his or her own insurance policy.

3. The proposed rules are to promote the safety, security and/or welfare of the owners and to prevent unreasonable interference with the use and enjoyment of the common elements and of other units. New proposed rules may be passed or the proposed rules may be amended or repealed by a vote of unit owners representing a majority of the units in attendance at a properly constituted meeting.
4. The proposed rules should be carefully reviewed as they govern many aspects of day to day life in the condominium. Among other things the rules govern and restrict the placing of signs, garbage disposal, advertisements and notices, the parking of vehicles and the types of vehicles allowed. Some rules reiterate provisions in the proposed declaration. It is important to remember that there are also many provisions in the proposed declaration that govern and restrict the activities of unit owners and occupants and their guests and visitors and affect their use of the units and common elements and activities.

#### Article 7 – Warranties

1. The residential units and appurtenant common elements of this condominium plan will have the benefit of the warranties prescribed by the *Ontario New Home Warranties Plan Act* (now and hereinafter called “Tarion Warranties”). The Declarant has or shortly will have enrolled the proposed units and common elements in the Plan within the meaning of that Act in accordance with the regulations made under that legislation.
2. Since there are the Tarion Warranties, no other warranties are provided in respect of the residential units.
3. The Tarion Warranties provide that:
  - a. the unit:
    - i. is constructed in a workmanlike manner and is free from defects in material,
    - ii. is fit for habitation, and
    - iii. is constructed in accordance with the Ontario Building Code;
  - b. the unit is free of major structural defects as defined by the regulations to the Act;
  - c. there will be no water penetration through the basement or foundation of the unit for two years after the date upon which the unit is completed for possession;
  - d. the unit is constructed in a workmanlike manner and is free from defects in materials including window, doors and caulking such that the building envelope of the unit prevents water penetration;
  - e. the electrical, plumbing and heating delivery and distribution systems are free from defects in material and workmanship;
  - f. all exterior cladding of the unit is free from defects in material and workmanship resulting in detachment, displacement or physical deterioration; and
  - g. the unit is free from violations of the Ontario Building Code regulations under which the Building Permit was issued, affecting health and safety, including but not limited to fire safety, insulation, air and vapour barriers, ventilation, heating and structural adequacy.
4. The warranties set out in paragraph 3.a above apply only in respect to claims made within one year after the unit is completed for possession.
5. The warranties set out in paragraph 3.b above apply only in respect to claims made within seven years after the unit is completed for possession.
6. The warranties set out in paragraphs 3.c to 3. g above apply only in respect to claims made within two years after the unit is completed for possession.
7. The Tarion Warranties exclude:
  - a. defects in materials, design and workmanship supplied by the unit owner;
  - b. secondary damage caused by defects, such as property damage and personal injury;
  - c. normal wear and tear;
  - d. normal shrinkage of materials caused by drying after construction;
  - e. damage caused by dampness or condensation due to failure by the unit owner to maintain adequate ventilation;

- f. damage resulting from improper maintenance;
  - g. alterations, deletions or additions made by the unit owner;
  - h. subsidence of the land around the building or along utility lines, other than subsidence beneath the footings of the building;
  - i. damage resulting from an act of God;
  - j. damage caused by insects and rodents, except where construction is in contravention of the Ontario Building Code;
  - k. damage caused by municipal services or other utilities;
  - l. surface defects in workmanship and materials specified and accepted in writing by the unit owner at the date of possession.
8. Chattels and appliances, if any, purchased with units do not have any warranty from the Declarant. The agreement of purchase and sale operates to assign any manufacturer's warranty. The unit owners will be responsible for the chattels and appliances from occupancy and to process any manufacturer's warranty claims themselves.
9. Any trees shown on any landscaping plan are scaled to be their estimated full-grown size to show their relationship to buildings and other site aspects. The actual size of the trees planted by the Declarant may be smaller or larger.

#### **Article 8 – Costs to Units and Other Payments**

1. The unit owner is responsible for paying for the following that are not included in the proposed budget statement for the condominium:
- a. Municipal taxes in respect of the owner's unit;
  - b. The supply of all separately metered utilities and services to the owner's unit such as gas, electricity, water, cable television and telephone;
  - c. All insurance premiums for liability and contents coverages in respect of the owner's unit and all improvements in them and other coverages a prudent unit owner should carry, over and above the minimum insurance coverage carried by the condominium on the common elements and basic shell "standard unit" as defined in proposed By-law Number One;
  - d. Replacement and repair costs, including repair after damage, of all components of the owner's unit;
  - e. Replacement and repair costs, including after damage, of all appliances or fixtures forming part of or located within the owner's unit, including any (if any) water heater, water softener, air-conditioning equipment, furnaces, and security system unless these are leased in which case the unit owner is responsible for the lease payments and to assume the lease contract as of occupancy;
  - f. H.S.T., if any is required, to be paid on contributions to the common expenses; and,
  - g. Any other costs of occupancy and use of the unit and occupancy in the Project that are not provided for in the Budget Statement.
2. No unit is exempt from a cost attributable to the rest of the units subject to the allocation of common expenses as set out in Schedule D to the declaration as amended from time to time.

#### **Article 9 – Amalgamation**

1. To the knowledge of the Declarant, the Corporation does not intend to amalgamate with another corporation.
2. The Declarant does not intend to cause the Corporation to amalgamate with another corporation within 60 days following the date of registration of the declaration and description for the Corporation.

#### **Article 10 – Fees or Charges to be Paid to the Declarant or Another Person**

1. There are no fees or charges that the Corporation will be required to pay the Declarant.
2. There are no fees and charges that the Corporation is required to pay to another person other than those fees and charges that are set out in the proposed budget that accompanies this disclosure statement.

**Article 11 – Common Element Leases or Licenses**

No lease or licenses are contemplated at this time. However, there will be easements in favour of utility companies that may include the right for such utility supplier to enter into and keep equipment within the common elements of this condominium plan.

**Article 12 – Insurance Trust Agreement**

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

**Article 13 – Agreements**

The declarant will require the corporation to enter into the following agreements immediately following registration of the declaration:

- Indemnity Agreement regarding Municipal and Utility Supplier Agreements Covenants and Schemes, a copy of which accompanies this disclosure statement. This agreement obligates the Corporation to comply with all applicable agreements, provide information that the Declarant needs for disclosure, sets limitations on budget expenditures, and obligates the Corporation indemnify and save the Declarant harmless with respect to all of the foregoing.
- Management Agreement for the management of the condominium with M.F. Property Management Inc., a copy of which accompanies this disclosure statement at the rate and for the specific management services set out in the contract and budget wherein the annual cost for the same is set out at \$33,700.00 plus applicable H.S.T. thereon.

**Article 14 – Insurance**

1. The condominium only maintains replacement cost insurance on the common elements and the base shell “standard unit” (exclusive of improvements) as defined in By-law Number One on its behalf and on behalf of the owners against major perils.
2. Each unit owner should obtain his, her or its own additional insurance for such owner’s unit. The Corporation’s insurance does not protect the owner from many types of loss including public liability (including damages that occur in the outside areas appurtenant to a unit), loss or damage to personal items and chattels or improvements to the units.
3. Each owner should approach an insurance agent knowledgeable in condominium insurance to be properly advised as to what insurance is required. The insurance agent of each owner must be provided a copy of the proposed “standard unit” definition from the proposed by-law. The owner must insure everything in the unit owner’s unit over and above the “standard unit” which is defined in the proposed by-law.
4. It is important that each unit owner be aware that the proposed standard unit definition for the Project will define the standard unit insured by the condominium as only including that shell part of the unit which is required to be completed in order to permit the Declarant to effect registration of the condominium. This is all that will be covered by the condominium’s insurance. All finishing items over and above the basic shell of the unit, (including but not limited to the furnace, air conditioner, plumbing and electrical fixtures, cabinetry, etc.) are considered “improvements” to the units and must be insured by the unit owner. Basically, the definition of the “standard unit” only includes that basic part of the unit which is required to be completed in order to permit the Declarant to effect registration of the condominium. All “completion” items within a unit over and above this level of construction must be insured by the unit owner pursuant to his or her or its own insurance policy. (These statements provide a general overview only and the specific terms of the standard unit definition set out in proposed By-law No. 1 should be consulted for precise determination of which is or is not included in the standard unit.)

**Article 15 – Adjacent Lands**

1. The Declarant does not own any land adjacent to the land to be registered as the condominium plan for the Project.
2. No other land adjacent to the land described in the description is owned by a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant.

**Article 16 – Miscellaneous matters**

1. Prior to registration, the property will need to be converted to Land Titles Absolute status and draft condominium plan approval will be required to permit the registration of the condominium on the lands.
2. The Declarant has no actual knowledge of any judgments against the condominium to be created by the Declarant, nor does it have any actual knowledge of any pending law suits to which the condominium is or

will be a party.

3. There are no reserve funds nor will there be any reserve funds established for the condominium other than the reserve funds collected after registration of the condominium.
4. The Budget Statement is prepared based on garbage and recycling materials being picked up by private waste and recycling collection company.
5. Subject to the condominium establishing a charge for anything that is currently supplied by the Declarant there are no services that the Declarant provides or for which it pays that might reasonably be expected to become a common expense at any subsequent time.
6. No buildings on the property or a unit or a proposed unit are being converted from a previous use.
7. There are no major assets and property that the Declarant has indicated that it may provide, even though it is not required to do so.
8. There are no units and or assets that the Corporation is required to purchase, services that the Corporation is required to acquire or agreements or leases that it is required to enter into with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant *other than an agreement to indemnify the Declarant after registration of the condominium with respect to the terms and conditions under various municipal and utility agreements that run with title to the land.*
9. There are no fees or charges that the condominium is required to pay to the Declarant or another person other than as disclosed herein or set out in the Budget Statement.
10. Under subsection 82 (8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest that it is required to pay to the purchaser under section 82 of the Act.
11. Through the development approval processes, the municipal approval authority may require certain warning clauses or other covenants to be included in the Agreement of Purchase and Sale and/or the proposed declaration in relation to such issues as noise or pollution, if any. In the event such are required, this disclosure statement will be updated to include the same. See Schedule 'J' of your Agreement of Purchase and Sale for greater detail.

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

73. (1) A purchaser who receives a disclosure statement under subsection 72 (1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 73 (1).

**Notice of rescission**

(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the Declarant or to the Declarant's solicitor, who must receive the notice within 10 days of the later of,

- (a) the date that the purchaser receives the disclosure statement; and
- (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser. 1998, c. 19, s. 73 (2).

**Refund upon rescission**

(3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 73 (3).

**Material changes in disclosure statement**

74.(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser. 1998, c. 19, s. 74 (1).

**Definition**

(2) In this section,

"material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the

unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation,
- (b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,
- (c) a change in the portion of units or proposed units that the declarant intends to lease,
- (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or
- (e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation. 1998, c. 19, s. 74 (2).

#### Contents of revised statement

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them. 1998, c. 19, s. 74 (3).

#### Time of delivery

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 74 (4).

#### Purchaser's application to court

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

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

#### Rescission after material change

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

- (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
- (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and
- (c) the date on which the Ontario Court (General Division) makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination. 1998, c. 19, s. 74 (6).

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

#### Notice of rescission

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor. 1998, c. 19, s. 74 (7).

#### Declarant's application to court

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Ontario Court (General Division) for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5). 1998, c. 19, s. 74 (8).

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

Justice". See: 2000, c. 26, Sched. B, ss. 7 (5), 20 (4).

#### Refund upon rescission

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 74 (9).

#### Time of refund

(10) The declarant shall make the refund,

(a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or

(b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8). 1998, c. 19, s. 74 (10).



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# **PROPOSED CONDOMINIUM DECLARATION**

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*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
7	1		0.0752927004	0.0752927004
8	1		0.0752927004	0.0752927004
9	1		0.0752927004	0.0752927004
10	1		0.0752927004	0.0752927004
11	1		0.0752927004	0.0752927004
12	1		0.0752927004	0.0752927004
13	1		0.0752927004	0.0752927004
14	1		0.0752927004	0.0752927004
15	1		0.0752927004	0.0752927004
16	1		0.0752927004	0.0752927004
17	1		0.0752927004	0.0752927004
18	1		0.0752927004	0.0752927004
19	1		0.0752927004	0.0752927004
20	1		0.0752927004	0.0752927004
21	1		0.0752927004	0.0752927004
22	1		0.0752927004	0.0752927004
23	1		0.0752927004	0.0752927004
24	1		0.0752927004	0.0752927004
25	1		0.0752927004	0.0752927004
26	1		0.0752927004	0.0752927004
27	1		0.0752927004	0.0752927004
28	1		0.0752927004	0.0752927004
29	1		0.0752927004	0.0752927004
30	1		0.0752927004	0.0752927004
31	1		0.0752927004	0.0752927004
32	1		0.0752927004	0.0752927004
33	1		0.0752927004	0.0752927004
34	1		0.0752927004	0.0752927004
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37	1		0.0752927004	0.0752927004
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41	1		0.0752927004	0.0752927004
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43	1		0.0752927004	0.0752927004
44	1		0.0752927004	0.0752927004
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47	1		0.0752927004	0.0752927004
48	1		0.0752927004	0.0752927004
49	1		0.0752927004	0.0752927004
50	1		0.0752927004	0.0752927004
51	1		0.0752927004	0.0752927004
52	1		0.0752927004	0.0752927004
53	1		0.0752927004	0.0752927004
54	1		0.0752927004	0.0752927004
55	1		0.0752927004	0.0752927004
56	1		0.0752927004	0.0752927004
57	1		0.0752927004	0.0752927004
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62	1		0.0752927004	0.0752927004
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68	1		0.0752927004	0.0752927004
69	1		0.0752927004	0.0752927004
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85	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
123	1		0.0250975668	0.0250975668
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125	1		0.0250975668	0.0250975668
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185	1		0.0250975668	0.0250975668
186	1		0.0250975668	0.0250975668
187	1		0.0250975668	0.0250975668
188	1		0.0250975668	0.0250975668

189	1		0.0250975668	0.0250975668
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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.



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# PROPOSED BY-LAW NO. 1

---

*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***

By-Law Number 1 of  
Halton Standard Condominium Corporation No. \_\_\_\_

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Article I.        Interpretation and Effect

a.        *(Definitions and Interpretation)*

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

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

b.        *(Effective Date)*

Pursuant to sub-section 56(11) of the Act, a by-law proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a by-law of the Corporation in accordance with sub-section 56(10) of the Act. This by-law is intended to be confirmed by registration against title to the units in accordance with subsection 56(9) of the Act upon the registration of the declaration and description creating the Corporation and Halton Standard Condominium Plan No. \_\_\_\_ (the “Plan”).

Article II.        Board of Directors

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

There shall be five (5) members of the Board, who are not required to be owners of units. The first directors elected by the Owners shall have the following terms of office:

- The terms of office of the three (3) candidates receiving the greatest numbers of votes shall be three (3) years; and
- the terms of office of candidates receiving the fourth and fifth greatest numbers of votes shall be two (2) years.

In the event of a tie amongst no more than five (5) such candidates, the candidates may determine amongst themselves by vote or mutual agreement at the time of such election which of them shall have the longer or shorter term of office. In the event of a tie vote that results in more than five (5) candidates qualifying for election, a further vote must be held of such number of them as is appropriate until there are only five (5) qualifying directors.



The term of office of each director elected thereafter shall be three (3) years. Incumbent directors shall be eligible for re-election upon completion of their respective terms.

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

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

Notification of candidacy pursuant to subsections 28(2) and/or (3) of the Act shall be deemed to be consent in writing to act as Director for the purposes of subsection 30(3) of the Act unless the individual gives written notice to the contrary to the property manager (if any), the Board or any member thereof.

c. *(Indemnification of Officers and Directors)*

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

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

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

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

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

e. *(Deemed resignation)*

A Director is deemed to have resigned:

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

**Article III. Meetings of the Board**

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

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

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

Any Director may propose a time, date and location for a meeting of the Board by providing notice thereof in accordance with the provisions of this by-law and the Act, which notice shall include an explanation of the

purpose and proposed business of such meeting, and attendance at such proposed time, date and place by a quorum of the Board shall cause such meeting to be deemed to have been validly called and duly constituted notwithstanding the absence of any other member(s) of the Board.

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

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

- personal delivery of the notice of meeting at least forty-eight (48) hours before the time when the meeting is to be held;
- mailing the notice of meeting by ordinary mail at least seven days before the time when the meeting is to be held;
- facsimile (telecopier) transmission at least forty-eight (48) hours before the time when the meeting is to be held; or,
- any other generally accepted means of giving notice, electronic or otherwise as well as any means of notice that the Director to be given notice has agreed to in writing provided that such notice is given at least forty-eight (48) hours before the time when the meeting is to be held.

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

c. *(Potential for meetings of the Board to be held by conference telephone call)*

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

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

**Article IV. Meetings of Owners**

a. *(Meetings to be held locally)*

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

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

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

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

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

c. *(Provisions relating to requisitioned meetings)*

A requisition for a meeting of owners may be made pursuant to the relevant provisions of the Act by those owners who, at the time the Board receives the requisition, meet the qualifications for the requisition that are set out in the Act. In order to permit the Board to determine if the persons signing the requisition are duly qualified, the names of all the requisitionists must be legibly printed or typed under the signature of each requisitionist and their unit numbers must be clearly and distinctly indicated in connection with their applicable names and signatures.

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

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

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

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

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

Since,

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

therefore:

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

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

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

An individual may stand for both the owner-occupied position on the Board and that of regular Board member. If an election is to take place at a meeting for both positions, the election for the owner-occupied position must be held first. Anyone who has stated an intention to stand for both positions

and given notice as required by subsection 28(2) and (3) of the Act and who is elected to be the owner-occupied position is deemed to have withdrawn his or her candidacy for the regular Board position(s). However, should the said individual not be elected to be the owner-occupied position, such individual may then be considered for the position of a regular Board member at the election to be held following the election of the owner-occupied position at the same meeting.

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

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

- g. *(Provisions relating to the Section 47 Record and Voting)*

*(Record of Owners)*

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

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

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

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

*(Multiple Owners)*

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

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

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

If the most current information provided by or on behalf of the owners of a unit pursuant to Section 47 of the Act indicates:

- there is more than one (1) unit owner of the unit but fails to set out whether title to the unit is held in joint tenancy or as tenants-in-common the Chair of the meeting shall proceed on the basis that the title is held in joint tenancy unless prior to the vote in question the Chair is provided with a copy of the most current transfer/deed of the unit or other reasonable evidence in the discretion of the Chair that

establishes that title to the unit is held in other than joint tenancy; or,

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

*(Joint Tenants)*

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

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

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

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

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

provided:

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

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

*(Tenants-in-Common)*

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

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

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

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

- such attendance (for the purpose of counting toward quorum) and/or casting of a vote (for the purpose of voting) is in person by either, the unit owner who possesses the majority ownership interest in the title to the unit, or unit owners whose interests taken together constitute the majority

ownership interest in the title to the unit and such unit owners wish to cast a vote for the same conclusion or outcome; or

- such attendance (for the purpose of counting toward quorum) and/or casting of a vote (for the purpose of voting) is by proxy; and
  - the proxy is granted by a unit owner of the unit who possesses the majority ownership interest in the unit; or
  - the proxy is granted by two (2) or more unit owners of the unit whose interests taken together constitute the majority ownership interest in the title to the unit; or
  - there is more than one (1) proxy each of which is granted by one (1) or more of the unit owners of the unit whose interests, when taken together, constitute the majority ownership interest in the title to the unit and such proxies wish to cast a vote for the same conclusion or outcome; or
- such attendance (for the purpose of counting toward quorum) and/or casting of a vote (for the purpose of voting) is by one (1) or more unit owners in person and one (1) or more unit owners by proxy, whose interests when taken together constitute the majority ownership interest in the unit and proxy(ies) and unit owner(s) wish to cast a vote for the same conclusion or outcome.

*(Other Occupants)*

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

**Article V.      Provisions Affecting Meetings of the Board and Owners**

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

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

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

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

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

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

c.      *(Rules of Parliamentary Procedure)*

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

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

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

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

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

#### **Article VI.      Officers**

##### **a.            *(Appointment of Officers)***

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

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

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

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

##### **b.            *(Duties of Officers)***

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

##### ***(The President)***

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

##### ***(The Secretary)***

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

##### ***(The Treasurer)***

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

##### **c.            *(Property Manager)***

The Board may appoint or hire a property manager and authorize such manager to manage some or all of the day-to-day affairs of the Corporation. The property manager may be delegated some or all of the responsibilities of the Officers of the Corporation.

##### **d.            *(Compensation)***

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

#### **Article VII.      Banking and Execution of Documents**

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

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

Officers or the property manager, and in such manner, as the Board may decide.

b. *(Most documents require two signatories)*

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

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

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

**Article VIII. Financial Matters**

a. *(Year end)*

The financial year of the Corporation shall end on the last day of the month which is the first year anniversary month of the creation of the Corporation on account of the registration of the associated condominium declaration and description plans and annually thereafter on the last day of such month or on such other day as the Board may by resolution decide from time to time.

b. *(Borrowing)*

The Directors may from time to time:

- borrow money on the credit of the Corporation on behalf of the Corporation, provided such borrowing is approved by the majority of owners in attendance at a meeting called for such approval;
- issue, sell or pledge securities (including bonds, debentures, debenture stock or other like liabilities) of the Corporation but no invitation shall be extended to the public to subscribe for any such securities;
- charge, mortgage, hypothecate or pledge any existing or future real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any debt or liability of the Corporation;
- establish a continuing line of credit,

provided the expenditure(s) funded by the borrowing or line of credit is used for expenditures listed in the budget of the condominium for its current fiscal year.

c. *(Matters Relating to Common Expenses)*

- *Assessment*

*(Regular Annual Budget)*

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

*(Notice of Annual Budget)*

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

*(Special Assessments)*

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

- *Payment*

The owner of each unit must pay one-twelfth (1/12) of the annual assessment of common expenses levied on account of the unit of such owner on the first day of each month following delivery of such assessment until a



new assessment is delivered to such owner. The proportionate share of any Special Assessment allocated to a unit shall be payable by the owner of such unit at such time or times as determined by the Board and set out in the written notice of such Special Assessment that is given to the owners.

- *Application of Payments to Oldest Arrears*

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

- *Interest on Common Expenses Arrears*

Arrears of common expenses will bear interest calculated monthly at fixed rate of two percent (2%) 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.

- *Allocation of Payments made pursuant to a Lien*

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

- (1) arrears of common expenses that are not covered by the lien (provided only that if this is done the same shall be applied first toward payment of the oldest of such arrears),
- (2) arrears of common expenses giving rise to or otherwise covered by the lien (provided only that if this is done the same shall be applied first toward payment of the oldest of such arrears),
- (3) interest accruing in respect of any such arrears of common expenses, and
- (4) expenses covered by the lien as set out in the Act,

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

- *Legal Action to collect Common Expense Arrears*

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

- *Discharge or Release of Lien*

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

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

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

d. *(Realty Tax Assessments)*

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

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

## **Article IX. Insurance**

a. *(Insurance Requirements)*

The Corporation shall maintain insurance as required by the Act.

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

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

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

c. *(Deductibles)*

Upon the coming into force of the *Protecting Condominium Owners Act, 2015*, the following provisions shall be of no force or effect and reliance shall solely be had on the relevant provisions of the declaration of the Corporation:

- *Damage to Common Elements*

If damage should occur to part of the common elements and was caused by an act or omission of any occupant of or visitor to a unit, and was not caused by the Corporation or any servant, agent or employee thereof, then the amount that is the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy (regardless of whether or not a claim is made or proceeds are paid under the Corporation's insurance policy) will be the responsibility of the owner of the unit in question to pay to the Corporation. Any right of a unit owner to be indemnified by any other person, including an owner or occupant of any other unit, on account of such amount, is a matter between the said owner and such other person and shall not involve the Corporation nor affect its right to payment from the said owner in accordance with this paragraph.

- *Damage to Units*

If damage should occur to a unit and such damage or any part thereof is repaired at the expense of the Corporation, then, provided that such damage was not caused by the Corporation or any agent or employee thereof, the amount that is the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy (regardless of whether or not a claim is made or proceeds are paid under the Corporation's insurance policy) will be the responsibility of the owner who owns the damaged unit and shall be added to the common expenses payable on account of such unit. Any right of a unit owner to be indemnified by any other person, including an owner or occupant of any other unit, on account of such amount, is a matter between the said owner and such other person and shall not involve the Corporation nor affect its right to payment from the said owner in accordance with this paragraph.

**Article X.      Standard Unit Definition**

a. *(Recitals)*

1. The Corporation is responsible to insure the units of the Plan exclusive of the "improvements" to the units.
2. Section 89 of the Act provides that the obligation to repair after damage does not include the obligation to repair after damage "improvements" made to a unit.
3. The Act provides that what constitutes an "improvement" to a unit shall be determined by reference to a standard unit definition.
4. Any component of a unit over and above the defined "standard unit" is considered to be an "improvement" to the unit.
5. The consequence of defining the "standard unit" is to cause all components of a unit that are not specifically stated to be part of the standard unit to be classified, considered and defined as "improvements," thereby making the owner(s) of such unit completely responsible for all insurance relating thereto and relieving the Corporation from being required to provide or maintain any insurance on account thereof.

b. *(Standard Unit – Residential Units)*

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

- i. the ceilings completed to the drywall (including taping and sanding but not including priming, painting or plaster finishes such as stucco;
- ii. walls forming the perimeter of the unit (including party walls between the units) and the interior walls of the unit, including without limitation all structural and load-bearing walls and all other walls forming part of the unit as shown on the architectural plan for the unit forming part of the registered description creating the Plan, all completed to the drywall (including taping and sanding but not including priming, painting or other finishes or wall coverings);
- iii. floor assemblies, constructed to and including the sub-floor;
- iv. all installations with respect to the provision of water and sewage services, save that any water heaters or softeners or sump pumps shall constitute an improvement to the unit;
- v. all installations with respect to the provision of heat and ventilation, save that the standard unit shall not include any furnaces or any air cooling equipment each of which shall constitute an improvement to the unit;
- vi. all installations with respect to the provision of electricity service (including the unit electrical panel), telephone cable and rough ins (maximum of 4 locations), rough ins for cable internet service (maximum of 3 locations), all requisite smoke detectors as required by applicable regulation hard wired into the electrical system, maximum of one battery operated smoke detector, and one standard dryer electrical outlet and one standard stove electrical outlet;
- vii. such other components of the unit which the declarant would have been required to construct by the then current regulations (as at the time of the repair) in order to achieve registration of the Plan including without limiting the generality of the foregoing, all conduits, pipes, ducts, cables, wires, service connections, lines, water mains, telephone cables and access transmission lines and public utility lines that, without limiting the generality of the foregoing, provide or transmit power, communication facilities, water, fuel, and/or sewage disposal, provided same are part of the unit; and

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

c. *(Standard Unit – Parking Units)*

THE STANDARD UNIT FOR THE PARKING UNITS (as defined in the Declaration of the Corporation) shall include all components of the unit that are within the unit boundaries of the unit, save and except for any building, structure, fixture or other installation therein. Anything within the unit boundaries of the unit which is over and above such minimum requirements set out above shall be considered an improvement to the unit (except if otherwise defined as part of the common elements).

d. *(Standard Unit – Storage Units)*

THE STANDARD UNIT FOR THE STORAGE UNITS (as defined in the Declaration of the Corporation) shall include all components of the unit that are within the unit boundaries of the units, save and except for any building, structure, fixture or other installation therein. Anything within the unit boundaries of the unit which is over and above such minimum requirements set out above shall be considered an improvement to the unit (except if otherwise defined as part of the common elements).

e. *(Required upgrades)*

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

**Article XI.      Records**

a. *(Inspection of Records)*

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

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

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

c. *(Request to review records)*

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

**Article XII. Notice**

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

Other than as set out in this by-law to the contrary, any notice, communication or other document, including budgets and notices of assessments ("Notice Document") required to be given or delivered by the Corporation shall be sufficiently given by:

- personal delivery of the Notice Document by handing it to the owner of a unit or if jointly owned to one of such joint owners or by simply leaving the Notice Document addressed to the recipient at the address for the recipient noted in the record maintained by the Corporation pursuant to subsection 47(2) of the Act (the "Register");
- mailing the Notice Document addressed to the recipient by prepaid ordinary mail or registered mail to the address noted on the Register for the recipient; or,
- such other means of electronic transmission as is generally accepted for giving of notice and/or transmission of documents.

b. *(Notice to persons not listed on the Register)*

Notice to persons whose address does not appear on the Register shall be given by forwarding same to any address(es) for such persons known to the Board.

c. *(When notice is deemed to be received)*

Any Notice Document shall be deemed to have been given by the Corporation and received by the recipient:

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

d. *(Notice to the Corporation)*

Any Notice Document to be given to the Board or Corporation shall be sufficiently given by mailing the Notice Document by prepaid ordinary mail or registered mail to the address for service of the Corporation and shall be deemed to have been received on the fifth business day following mailing.

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

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

**Article XIII.     Occupancy Standards**

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

**Article XIV.     Mediation**

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

*Confidentiality*

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

*Summary of dispute*

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

*Role of mediator*

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

*Voluntary participation*

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

*Representation of Parties*

11.    Parties to a mediation are entitled to legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation if they so desire. If the mediator selected by the

parties is a qualified lawyer she (he) will not provide legal representation or legal advice to any party at any time, and the mediator will have no duty to assist or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

*Payment of mediator's fees and expenses*

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

*Choice and role of mediator and mediation agreement*

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

*Initial Meeting*

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

*Mediation Conferences*

22. The mediator shall schedule the date, time and location for any subsequent mediation conferences after consultation with the parties and/or their solicitors.
23. Unless the Parties otherwise agree, a party may be represented by a lawyer or agent if prior notice including the lawyer or agent's name and address, is given to the mediator and other party(-ies) at least 3 (three) days prior to the mediation conference.
24. A mediation conference may be terminated at any time by any party, her or his counsel or the mediator for any reason.
25. Each party's representative has full authority to settle the dispute at the mediation conference,

otherwise agreed in writing.

26. Where a party fails to attend or be represented at a mediation conference despite proper notice, the mediator may adjourn the mediation conference to a later date with 14 days notice to all parties, and costs may be assessed against the defaulting party.

*Report of Settlement*

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

*Notice of failure of mediation*

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

**Article XV.     Miscellaneous**

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

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# PROPOSED RULES

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*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***



## RULES

These Rules shall be observed by every Unit Owner, Unit Occupant and Visitor of Halton Standard Condominium Plan No. \_\_\_\_ and shall be construed in the masculine, feminine or neuter gender, and in the singular or plural as the context may require, and each such term shall be deemed to include the other and includes all persons in occupancy of any Unit.

### Definitions

1. Terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998* and in the Declaration of the Corporation, and:

“Buildings” or “buildings” shall mean all buildings on the Property;

“Jasper Condos” means the lands described in in Schedule “A” of the Declaration of the Corporation as amended from time to time;

“Property” shall mean Halton Standard Condominium Plan No. \_\_\_\_\_;

### Fire Prevention

2. No one shall do or permit anything to be done in, within or on the Property that conflicts with any federal, provincial or municipal laws or by-laws relating to fire or increase the risk of fire or the rate of fire insurance on the buildings, or any property kept therein, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Unit Owner, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
3. No combustible material or flammable goods shall be stored in any Unit or on the Common Elements unless stored as prescribed by the Board.
4. There shall be no barbecuing, heating of food, or cooking on the Common Elements patio/terrace area appurtenant to any Unit. Barbecuing is permissible on the rooftop patio, with the permission of the Board.

### Traffic and Parking Control

5. The traffic and parking rules set out in the Declaration and as otherwise or additionally 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.
6. There shall be no vehicles parked on the Property, 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.
7. The walkways shall not be obstructed or used for any purpose other than pedestrian ingress to and egress from the Units and the Parking Units. No road forming the Condominium Plan shall be obstructed so as to hinder or prevent motor vehicular access thereto by the persons with a right to park a motor vehicle in the Parking Unit in question.
8. No one shall park or store anything, including a motor vehicle of any description in any area marked “no parking.”
9. No overnight parking by Visitors is permitted without the written permission of the Board which permission can take the form of an overnight parking pass provided by the Board or property manager to permit such parking.

### Use of Common Elements and Units

10. No Unit Occupant shall do or permit anything to be done in his or her Unit or on the Common Elements or bring or keep anything therein that will in any way obstruct or interfere with the rights of other Unit Owners or in any way injure or cause legitimate annoyance to them.

11. No noise caused by any instrument or other device or otherwise howsoever caused, including noise caused by any pet or pets, which, in the opinion of the Board is calculated to, may or does disturb the comfort or quiet enjoyment of the Property by another Unit Owner or Owners and/or their families, guests, Visitors, employees and persons having business with them, shall be permitted.

#### **Pets**

12. Other than as set out in the Declaration, no animal, bird, insect or reptile which is or is not a pet may be kept anywhere within this Condominium Plan.
13. 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.
14. No pet that is deemed by the Board (in its absolute discretion) to be a nuisance or a danger shall be kept in any Unit. No pet may be kept on any part of the Common Elements. The Board can require any pet to be removed from the Property if the Board deems such pet to be a nuisance or a danger.

#### **Garbage**

15. Where debris, refuse or garbage consists of packing cartons or crates (which term includes large cardboard boxes such as appliance cartons), the Unit Owner shall arrange for a pick-up thereof and such packing cartons or crates shall not in any event be left outside the Unit.
16. All papers shall be securely tied in bundles and all other garbage shall be securely wrapped and tied.
17. All Unit Occupants shall comply with any Rules or guidelines passed by the Board pertaining to garbage disposal and recycling which are incorporated by reference into and form part of these Rules.

#### **General**

18. No entrance or other signs or plaques referring to the Declarant (or related company) as the developer or builder of Jasper Condos shall be removed, obscured or covered. No other signage (other than as permitted in the Declaration) of any sort at all is permitted either on the Common Elements or within or on any Unit without the prior written approval of the Declarant while it has any ownership interest in Jasper Condos.
19. No hanging or drying of clothes is allowed in the Common Elements.
20. Except as approved by the Board in writing, no building or structure or tent or swing set shall be erected and no trailer either with or without living, sleeping, or eating accommodation shall be placed located, kept or maintained on any part of the Common Elements.
21. Composters and digesters are prohibited anywhere in or on a Unit and the Common Elements.
22. No bicycles, carriages, wagons, or shopping carts shall be left at the front of any building or upon the walks or other areas of the Common Elements generally visible from the other Units. No one will use any such area for the repair or the cleaning of wagons, carriages, bicycles and carts.
23. The manholes, closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes or other substance shall be thrown therein. Any damage resulting to them from the misuse or from unusual or unreasonable use shall be borne by the Unit Occupants causing such damage. Water shall not be left running, unless in actual use either outside or within the premises.
24. No noise of any kind, which in the opinion of the Board or its agent may disturb the comfort of any other Unit Occupant of the Condominium Plan shall be permitted by anyone nor shall any noise whatsoever, including the playing of musical instruments be repeated or persisted in after request by the Board or its agent to discontinue the same, including any noise caused by any congregation of persons in any Unit or portion or portions of the Common Elements. Organs, violins, and other musical instruments shall not be played by anyone in any Unit or on the Common Elements after 11:00 p.m. The sound of radios, record players, digital music players, tape recorders, and television sets in Units or on the Common Elements shall be maintained at a level, which in the opinion of the Board or its agent, is calculated not to disturb the comfort of any other Unit Occupant and the level of sound therefrom shall, upon the request of the Board or its agent, be sufficiently reduced so that the same is in the opinion of the Board or its agent, not disturbing to the comfort of any other person.

25. Each Unit Occupant must obtain and maintain contents insurance for his or her own furnishings, including personal possessions, and to further insure such Unit Occupant with an appropriate legal liability policy as well as such other insurance as may be recommended by his or her insurance agent whose advice each Unit Occupant is urged to obtain. All such policies are to be at the expense of the Unit Occupant. In addition each Unit Occupant must obtain insurance of the improvements to his or her unit. Improvements are determined by reference to the standard unit definition that is set out in the bylaw(s) of the Corporation.
26. No skateboarding is allowed anywhere on the Property.

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# PROPOSED FIRST YEAR BUDGET

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*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***

BUDGET STATEMENT

COVERING THE FIRST YEAR FOLLOWING REGISTRATION OF A STANDARD CONDOMINIUM PLAN  
CONSISTING OF ONE-HUNDRED AND SIXTEEN (116) RESIDENTIAL UNITS, ONE-HUNDRED AND SIXTEEN (116) PARKING UNITS AND ONE-  
HUNDRED AND TWO (102) STORAGE UNITS

<b>Utilities</b>		
Gas	\$75,000.00	
Electricity	\$55,000.00	
Water/Sewer	<u>\$65,000.00</u>	
<b>Total Common Utilities</b>	<b>\$195,000.00</b>	\$195,000.00
<b>Repairs/Maintenance</b>		
Repairs Contingency	\$2,050.00	
Carpet cleaning	\$1,250.00	
Pest control	\$625.00	
Roof anchor inspection	\$500.00	
Exterior Window/Balcony Glass Cleaning	\$5,500.00	
Water treatment/salt	\$4,500.00	
Supplies	\$3,000.00	
Lights	<u>\$500.00</u>	
<b>Total Repairs/Maintenance</b>	<b>\$17,925.00</b>	\$17,925.00
<b>Contracts</b>		
Janitorial/Superintendent	\$55,000.00	
Mat Rental	\$1,500.00	
Elevators	\$10,500.00	
Grounds mtce/snowplowing	\$23,000.00	
Property Management	\$33,700.00	
Backup Generator	\$2,200.00	
HVAC Maintenance	\$1,500.00	
Waste/Recycling Removal	\$6,200.00	
Snow haulage	<u>\$5,000.00</u>	
<b>Total Contracts</b>	<b>\$138,600.00</b>	\$138,600.00
<b>Mechanical Maintenance</b>		
Garbage chute/equipment	\$750.00	
Security Equipment	\$1,000.00	
Fire Safety Equipment	\$6,000.00	
Hot water tank rental	<u>\$1,100.00</u>	
<b>Total Mechanical Maintenance</b>	<b>\$8,850.00</b>	\$8,850.00
<b>Administration</b>		
Audit (turnover and yearend)	\$5,000.00	
Legal	\$750.00	
Insurance Deductible	\$2,500.00	
Insurance	\$13,500.00	
Office/Bank Charges	\$4,570.00	
Director Education/CCI	\$1,000.00	
Telephone Lines	\$2,750.00	
Performance Audit	<u>\$8,000.00</u>	
<b>Total Administration</b>	<b>\$38,070.00</b>	\$38,070.00
<b>Reserve Fund Study</b>		Paid from Reserve Fund
<b>TOTAL OPERATING</b>		\$398,445.00
<b>Reserve Fund Contribution</b>	<b>\$79,689.00</b>	\$79,689.00
<b>TOTAL OPERATING AND RESERVE FUND</b>		<b>\$478,134.00</b>

**PARTICULARS OF TYPE, LEVEL AND  
FREQUENCY OF SERVICES TO BE PROVIDED**

**GENERAL**

The budgeted operating costs do not include items of a major repair or replacement nature in respect of the common elements and assets of the proposed Condominium. These major repair and replacement items are to be accounted for and provided for in the Reserve Fund of the Condominium. The budgeted Operating Costs and Reserve Fund expenditures do not cover maintenance, repair and replacement of any portion of the units or common elements that by the terms of the Declaration a Unit Owner is obligated to maintain, repair and/or replace.

**UTILITIES**

<b>Gas</b>	<b>\$75,000.00</b>
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The estimated cost of supplying natural gas for domestic hot water heating and space heating for the units and for the common element areas.

<b>Electricity (Common Element Only)</b>	<b>\$55,000.00</b>
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The estimated cost of supplying hydro to all common element areas, including exterior lighting and common mechanical systems. The supply of electrical power to the units is separately metered and paid individually by the unit owners. Such costs do not form part of the common expenses of the condominium.

<b>Water</b>	<b>\$65,000.00</b>
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The estimated cost of water and sewage charges for the entire building including all water consumed in the units and for the common elements.

**REPAIRS AND MAINTENANCE**

<b>Repair and Maintenance Contingency</b>	<b>\$2,050.00</b>
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An amount set aside for miscellaneous repairs not covered by other budget categories.

<b>Carpet Cleaning</b>	<b>\$1,250.00</b>
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The estimated cost for cleaning of the common area carpeting.

<b>Pest control</b>	<b>\$625.00</b>
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The estimated cost for preventative pest control in the common areas.

<b>Roof Anchor Inspection</b>	<b>\$500.00</b>
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The cost of performing mandatory annual roof anchor inspection.

<b>Window Cleaning</b>	<b>\$5,500.00</b>
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The costs of performing annual cleaning of the non-accessible exterior windows and exterior balcony glass panels.

<b>Water Treatment/Salt</b>	<b>\$4,500.00</b>
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The estimated cost for maintaining and purchasing salt for the water softener/water treatment system.

<b>Supplies</b>	<b>\$3,000.00</b>
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The estimated cost of purchasing supplies that may be required for the maintenance of the building or cleaning staff.

<b>Lights</b>	<b>\$500.00</b>
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The estimated cost for light bulb replacement in the common areas.

**CONTRACTS**

<b>Janitorial/Supintendent</b>	<b>\$55,000.00</b>
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This is the estimated cost to pay for janitorial services and an offsite company to provide regular inspections of the building, be first responder in the event of emergencies, deal with minor repairs in the building and be the liaison with other contractors needing to do work in the building.

<b>Mat Rental</b>	<b>\$1,500.00</b>
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The estimated cost for the rental of mats for the lobby, elevator and exit door areas.

<b>Elevator Maintenance</b>	<b>\$10,500.00</b>
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The estimated cost of a service and maintenance contract and to pay for the annual TSSA permits.

<b>Ground maintenance and Snow &amp; Ice Removal</b>	<b>\$23,000.00</b>
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The estimated cost of maintenance of exterior grounds and cost of snow and ice clearing and removal (as needed) from the Parking Units and common elements, including parking and sidewalk areas.

<b>Management Fees</b>	<b>\$33,700.00</b>
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This amount covers the cost of independent or professional manager during the first year of operation of the corporation at a rate of approximately \$21.50 per unit per month plus H.S.T. The Declarant will enter into an agreement with M. F. Property Management Ltd. There will be incidental miscellaneous disbursement charges in addition to the foregoing.

<b>Backup Generator</b>	<b>\$2,200.00</b>
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The estimated cost for mandatory inspections and maintenance of the backup generator.

<b>HVAC Maintenance</b>	<b>\$1,500.00</b>
This is the estimated cost to have preventive maintenance contracts put in place for the mechanical equipment in the building requiring regular inspection/maintenance including the make-up air unit, pumps, etc.	
<b>Garbage &amp; Recycling Collection Contract</b>	<b>\$6,200.00</b>
The estimated cost for private garbage and recycling collection.	
<b>Snow Haulage</b>	<b>\$5,000.00</b>
In the event of a severe winter, money has been budgeted in the event snow needs to be hauled off the property.	

**MECHANICAL MAINTENANCE**

<b>Garbage chute/equipment</b>	<b>\$750.00</b>
The estimated cost to clean, repair and maintain the garbage chute and bins.	
<b>Security Equipment</b>	<b>\$1,000.00</b>
This is the estimated cost to make repairs to the existing system as installed by the Declarant once the warranty expires.	
<b>Fire Safety Equipment</b>	<b>\$6,000.00</b>
The estimated costs for annual inspections for all fire safety equipment.	
<b>Hot water tank rental</b>	<b>\$1,100.00</b>
The estimated cost to rent hot water tanks to service the common areas.	

**ADMINISTRATION**

<b>Accounting/Audit</b>	<b>\$5,000.00</b>
This is a budgeted amount to cover accounting costs associated with the preparation of the annual financial statements for the Condominium including audit, including without limitation the audited financial statements required to be prepared following Turnover and at yearend.	
<b>Legal</b>	<b>\$750.00</b>
This is a budgeted amount to cover the legal costs of preparing the annual minutes and to handle other foreseeable legal matters on behalf of the Condominium.	
<b>Insurance Deductible</b>	<b>\$2,500.00</b>
Represents the deductible payable in the event that there is an insurance claim during the first year of operation.	
<b>Insurance</b>	<b>\$13,500.00</b>
Represents the premium payable during the first year of operation on an all risk covering the building structures, all common elements, including boiler and machinery coverage, and public liability as well as directors and officers liability coverage. <b>Owners must review the condominium documents to ensure that adequate insurance is purchased for their individual units.</b>	
<b>Office &amp; Meeting Expenses &amp; Bank Charges &amp; Website</b>	<b>\$4,570.00</b>
Represents expenses relating to meetings, communications, postage, stationary, etc., related to the operation of the affairs of the Condominium. Also includes costs of maintaining the two bank accounts required for the Condominium pursuant to the Act. Also includes cost of a website for the Condominium.	
<b>Director Education/CCI Membership</b>	<b>\$1,000.00</b>
Funds have been budgeted for the condominium to be a member of the Canadian Condominium Institute Golden Horseshoe Chapter and have funds to allow Directors to take condominium related courses.	
<b>Telephone Lines</b>	<b>\$2,750.00</b>
Represents costs of maintaining telephone lines for the Condominium.	
<b>Performance Audit</b>	<b>\$8,000.00</b>
The Act requires that a professional engineer or architect conduct a Performance Audit (audit of the common elements) no sooner than 6 months and no later than 10 months following registration. The purpose of the Performance Audit is to enable the condominium to report any deficiencies to Tarion Warranty Corporation prior to expiry of any warranties.	

<b><u>RESERVE FUND CONTRIBUTIONS &amp; STUDY</u></b>	<b>PAID FROM RESERVE FUND</b>
The Act defines the Reserve Fund as a fund to be set up by the Condominium in a special account for <i>the major repair and replacement of common elements and assets</i> of the Condominium and for no other purpose. The Act states that a new condominium corporation must commission a Reserve Fund Study within the first year after registration. It is recommended that the Reserve Fund Study be performed by the person(s) carrying out the Performance Audit as this could result in reduced costs. The estimated cost of the Reserve Fund Study is \$4,000.00.	

**NOTES & STATEMENTS**

1. The chart appended to this Budget Statement shows the projected per month contribution to the common expenses for each proposed unit of the condominium during the first year, including the amounts projected to be contributed to the Reserve Fund on account of each Unit.
2. The amount established for the Reserve Fund contributions for the year following registration of all the Condominium is \$79,689.00 which is an amount equal to approximately 20% of the estimated Operating Expenses for that year (everything other than the reserve fund) budget or 16.67% of the total budget for that year.
3. The Declarant has no actual knowledge of any pending law suits material to property that will comprise the Units, common elements and assets of the Condominium that may affect such property after the registration of a deed to a Unit from the Declarant to a purchaser.
4. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Condominium or by any of the Unit owners for the use of the common elements or other facilities related to such property.
5. There are no services which are not included in this Budget Statement that the Declarant provides, or expenses that the Declarant pays, and that might reasonably be expected to become, at any subsequent time, a common expense.
6. The stated Operating Expense amounts include applicable sales taxes on goods and services obtained by the Corporation. However, it should be noted that although it does not currently appear to be the policy of the Canada Revenue Agency to require owners of commercial units within a primarily residential condominium complex to pay Harmonized Sales Tax (HST) on their contributions to the common expenses, this requirement could be imposed at some point in the future. As it is not certain whether this will be required, this Budget Statement does not include any amount for this. However, the Declarant will not be held liable for any failure by the Condominium to collect the same.
7. This budget statement incorporates an assumed inflation factor of 5% per annum, compounded annually, based on a projected Condominium registration date of June 30, 2018, and in the event that registration occurs sometime thereafter, then this budget statement (and all figures reflecting expenses set forth herein) should be read and construed as automatically being increased by the said inflation factor of 5% per annum, compounded annually (with said inflation rate applying to increase the budget figures for all or any portion of a year following the aforementioned target registration date). However, nothing set forth in this budget statement should be construed or interpreted as a representation or warranty that the actual registration of the Condominium shall take place by the date noted above, namely, June 30, 2018.
8. The Operating Cost amounts include applicable sales taxes.
9. The Declarant has the right to reallocate any surplus amounts in any Budget Items to and amongst other Budget Items at any time and from time to time.
10. As noted elsewhere in this Budget Statement, the amounts payable for common expenses may increase as a result of factors beyond the control of the Declarant which include:
  - changes for whatever reason to the budgeted amounts;
  - changes in the type, level and frequency of services required; and
  - the way in which such services are provided and in which service contractors and suppliers of the Corporation and/or its respective Unit Owners are managed.

Additionally, the figures in this Budget Statement are and will be subject to:

- inflationary increases;
  - increases as a result of any Reserve Fund Study recommendations;
  - increases as a result of the incurrence of costs not budgeted for in this Budget Statement; and
  - other factors affecting the common expenses which are in the ordinary course but out of the Declarant's control and which are not contemplated in this Budget Statement.
11. The Declarant has completed no Reserve Fund study at this time. The contribution to the Corporation's Reserve Fund amount in this Budget Statement is an estimate only. The actual amount required, based on a properly completed Reserve Fund Study, may vary considerably from this estimate.
  12. Once the Declarant is no longer the owner of a majority of the units, a turnover meeting shall be scheduled and take place at which the unit owners at the time shall elect a board of directors. It is possible this could take place



at some point during the first year of operation of the condominium. Once this occurs, the Declarant shall have no further control over the budget or operation of the condominium. The Declarant shall not be responsible for changes to the budget or operation of the condominium decided or made by the unit owners’ elected board of directors that cause the budget herein to become inaccurate or deficient in any way.

TABLE OF COMMON EXPENSE AND RESERVE FUND CONTRIBUTIONS

Unit	Level	Percentage Contribution to the Common Expenses	Monthly Contribution to the Operating Expenses (\$)	Monthly Contribution to the Reserve Fund (\$)	Total Monthly Contribution per Unit (\$)
1	1	0.9703789903	\$322.20	\$64.44	\$386.64
2	1	0.8924210958	\$296.32	\$59.26	\$355.58
1	2	0.9367120735	\$311.02	\$62.20	\$373.23
2	2	0.7328484746	\$243.33	\$48.67	\$292.00
3	2	0.5439263197	\$180.60	\$36.12	\$216.72
4	2	0.8232395995	\$273.35	\$54.67	\$328.02
5	2	0.9171768895	\$304.54	\$60.91	\$365.44
6	2	0.5180480596	\$172.01	\$34.40	\$206.41
7	2	0.9729195266	\$323.05	\$64.61	\$387.65
8	2	0.8076884382	\$268.18	\$53.64	\$321.82
9	2	0.5789618314	\$192.24	\$38.45	\$230.68
10	2	0.8008848051	\$265.92	\$53.18	\$319.11
11	2	0.9816429968	\$325.94	\$65.19	\$391.13
12	2	0.5345711685	\$177.50	\$35.50	\$213.00
1	3	0.9367120735	\$311.02	\$62.20	\$373.23
2	3	0.7328484746	\$243.33	\$48.67	\$292.00
3	3	0.5439263197	\$180.60	\$36.12	\$216.72
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Proposed First Year Budget			JASPER CONDOS			Page 8
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4	10	0.8232395994	\$273.35	\$54.67	\$328.02	
5	10	0.8076884382	\$268.18	\$53.64	\$321.82	
6	10	0.5789618314	\$192.24	\$38.45	\$230.68	
7	10	0.8008848051	\$265.92	\$53.18	\$319.11	
8	10	0.9816429967	\$325.94	\$65.19	\$391.13	
9	10	0.5345711685	\$177.50	\$35.50	\$213.00	
1	11	0.9459407639	\$314.09	\$62.82	\$376.91	
2	11	0.7401044001	\$245.74	\$49.15	\$294.89	
3	11	0.6035794466	\$200.41	\$40.08	\$240.49	
4	11	0.8313904866	\$276.05	\$55.21	\$331.26	

Proposed First Year Budget			JASPER CONDOS			Page 9
5	11	0.8156853534	\$270.84	\$54.17	\$325.01	
6	11	0.6424573497	\$213.32	\$42.66	\$255.98	
7	11	0.8088143577	\$268.56	\$53.71	\$322.27	
8	11	0.9913143563	\$329.15	\$65.83	\$394.98	
9	11	0.5345711685	\$177.50	\$35.50	\$213.00	
3	1	0.0752927004	\$25.00	\$5.00	\$30.00	
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# PROPOSED MUNICIPAL INDEMNITY AGREEMENT

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*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***



INDEMNITY AGREEMENT

Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

B E T W E E N:

**Milton Centre Co-operative Development Corporation**  
(the “Declarant”)

and

**Halton Standard Condominium Corporation No. \_\_\_\_**  
(the "Condominium")

Whereas:

- A. the Declarant has registered Halton Standard Condominium Plan No. \_\_\_\_\_ (the “Condominium Plan”) that created the Condominium;
- B. the Declarant and/or any one or more of its predecessors in title has/have entered into one or more registered agreements with local or regional municipal governments and authorities and/or the condominium Approving Authority including pursuant to either or both of Sections 41 and 51 of the *Planning Act*, R.S.O. 1990, c. P13 (collectively the “Municipal Agreements”);
- C. the Declarant and/or any one or more its predecessors in title has/have entered into one or more registered easement and access agreements for the supply of gas, electricity, telephone, cable and other services to the Condominium (collectively the “Utility Supplier Agreements”);
- D. any one or more of the units and/or all or part of the common elements of the Condominium Plan and/or any of the assets of the Condominium (if any) may be subject to one or more negative restrictive covenant agreements and/or building schemes (collectively the “Covenants and Schemes”);
- E. the Municipal Agreements, the Utility Supplier Agreements and the Covenants and Schemes are collectively referred to hereafter as the “Agreements”,
- F. The Declarant has, will or may provide one or more letters of credit or other security to the local, county and/or regional governments and it is possible that any one or more of such municipalities may draw against any such letter of credit or other security on account of acts or omissions of the Condominium including, without limiting the generality of the foregoing, lack of maintenance and repair of the common elements and or/Units which are the obligation of the Condominium to perform;
- G. the Condominium has agreed to provide the Declarant from time to time on written request by the Declarant with such of the following as the Declarant considers necessary in the Declarant’s sole and absolute discretion current and proposed budget figures, details and related financial and other information and documents for and in respect of, the Condominium as required by the Declarant from time to time.

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

- 1. The recitals hereof are true in substance and in fact.
- 2. The Condominium hereby assumes all obligations and liabilities of the Declarant directly or indirectly on account of the Agreements, other than on account of actions or omissions which have occurred up to and including the date of the registration of the Condominium and agrees to comply with all provisions of the Agreements, from the date or registration of the Condominium forward.
- 3. Anything to be completed in respect of, or required to be or not to be done to comply with, the Agreements from time to time, shall be completed or done or not done by the Condominium at its sole expense in a timely and good and workmanlike manner in accordance with the requirements and specifications of the Agreements.
- 4. If any municipality (be it local, county or regional) should draw upon or otherwise realize against any security provided by the Declarant, including, without limiting the generality of the foregoing, any letter of credit provided by the Declarant, because of or otherwise on account of any act or omission of the Condominium, including, without limiting the generality of the foregoing the lack of maintenance and repair of common elements and or/Units which are the obligation of the Condominium to perform then, the Condominium shall forthwith upon written demand being made of it by the Declarant, immediately pay the Declarant such

amount of money as is necessary to completely indemnify and save the Declarant harmless on account of any such draw or claim against the security or the realization of any part thereof by any municipality.

5. The Condominium shall and does hereby indemnify and hold and save the Declarant harmless from and against all damages, losses, costs and liability whatsoever which the Declarant may suffer or be required to pay as a result of the Condominium's failure to complete, to do or not do as required by, and/or to comply with, the Agreements, (the "Condominium's Non-Compliance") other than on account of actions or omissions which have occurred up to and including the date of the registration of the Condominium Plan, and from and against any and all actual or threatened claims, actions, suits, applications, litigation, charges, complaints, prosecutions assessments reassessments, investigations or other proceedings of any nature or kind whatsoever (a "Claim") that may be made or asserted against the Declarant in respect of the Condominium's Non-Compliance.
6. If a Claim is made or brought against the Declarant in connection with the Condominium's Non-Compliance, (including any claim against any security posted by the Declarant as set out in paragraph 4 hereof), upon written notice to the Condominium, the Condominium shall, at its expense and in a timely manner, complete any item to be completed, refrain from doing anything prohibited by the Agreements, contest and defend against any Claims, and reimburse the Declarant for all costs incurred by it including legal costs on a substantial indemnity basis, and take all such other steps as may be necessary or proper therein to prevent the resolution thereof in a manner adverse to the Declarant. If the undersigned does not, in a timely manner, take steps to deal with any such Claim, the Declarant may undertake steps that the Declarant, in its sole discretion, deems appropriate to address such Claim at the sole risk and expense of the Condominium.
7. The Condominium covenants and agrees that for the first years following the registrations of the condominium plan that gave rise to the Condominium and for any periods thereafter that the Declarant has any potential liability to the Condominium pursuant to Section 75 of the *Condominium Act, 1998* (the "Act"):
  - (a) not to undertake any service not covered in the budget statement that formed part of the Declarant's disclosure statement package;
  - (b) not to increase the level or frequency of any service from that shown in the said budget so as to increase the costs beyond what is shown in the said budget;
  - (c) not to hire anyone not specifically referred to as being hired in the budget statement, nor engage any professional not specifically budgeted for in the budget statement, nor replace any employee or contractor or other service provider referred to in the said budget with a higher priced employee or contractor or other service provider.
8. The Condominium covenants and agrees to provide and deliver to the Declarant from time to time within ten (10) consecutive calendar days of written request of the Condominium by the Declarant without charge to or payment from the Declarant all of the following which are requested in writing by the Declarant from time to time:
  - (a) the date of the fiscal year end for the Condominium;
  - (b) a copy of the Condominium's budget for the then current fiscal year with particulars of the following for such fiscal year and, in addition, if the next fiscal year of the Condominium is to commence within two months of the date of the request by the Declarant, a copy of the Condominium's Budget or proposed Budget for the next fiscal year with particulars of the following for such fiscal year:
    - (i) the fees or charges, if any, that the Condominium is required to pay to the Declarant or another person;
    - (ii) a statement of the common expenses of the Condominium;
    - (iii) a statement of the proposed amount of each expense of the Condominium, including the cost of:
      - (A) any reserve fund study required for the year;
      - (B) any performance audit under section 44 of the Act due in the year;
      - (C) preparing audited financial statements if subsection 43 (7) requires them within the year; and,
      - (D) the cost of preparing the annual audited financial statements for the year;
    - (iv) particulars and details of the type, frequency and level of the services to be provided;
    - (v) a statement of the projected monthly common expense contribution for each type of unit;

- (vi) the portion of the common expenses to be paid into the reserve fund;
  - (c) the status of all pending lawsuits material to the property;
  - (d) the amounts of all current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property;
  - (e) all services not included in the budget that are provided to the Condominium and expenses that others other than the Condominium pay and that might reasonably be expected to become, at any subsequent time, a common expense and the projected common expense contribution attributable to each of those services or expenses for each type of unit;
  - (f) the projected amounts in all reserve funds at the end of the current fiscal year;
  - (g) a summary of the most recent reserve fund study;
  - (h) such other information as the Act and its Regulations require the Declarant to provide to purchasers.
  - (i) copies of all audited financial statements, all performance Audits of the Condominium and all Reserve Fund Studies of the Condominium;
  - (j) particulars of any expected and/or proposed increases to common expenses and particulars of any expected and/or proposed special assessments;
  - (k) particulars of any action and/or demands being contemplated by the Condominium against or of the Declarant;
  - (l) any and all information and documentation that is required to be contained in or delivered with a status certificate pursuant to Section 76(1) of the Act.
9. The Condominium shall and does hereby indemnify and hold and save the Declarant harmless from and against all costs and liability whatsoever which the Declarant may suffer or be required to pay as a result of the Condominium’s failure to provide from time to time within ten (10) consecutive calendar days full and accurate information and documentation as set out and required in the above paragraph 8 and/or as a result of the Condominium omitting to supply any of such information and documentation.
10. This agreement shall in all respects be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and all disputes, claims or matters arising out of or under it shall be governed by such laws.
11. Any monies owing by the Condominium to the Declarant on account of the indemnities herein shall be deemed to be a debt owing by the Condominium to the Declarant. Any such debt shall bear interest calculated monthly at a variable rate set on the first day of each month to be calculated, equal to twice the Prime Rate as of the first day of the month in which such interest is to be calculated.<sup>1</sup>

*The balance of this page is deliberately left blank.*

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

- 12. The use of the masculine gender in this agreement shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires and vice versa.
- 13. The invalidity of any part of this agreement shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 14. No obligation or provision contained in this agreement shall be deemed to have been abrogated or waived because of any failure by the Declarant to enforce the same.
- 15. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

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

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

Per:  
\_\_\_\_\_  
Title: President  
Name:  
  
Per:  
\_\_\_\_\_  
Title: Secretary  
Name:

We have authority to bind the Corporation.

**Milton Centre Co-operative Development Corporation**

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

I have authority to bind the Corporation

**MANAGEMENT AGREEMENT**

**BETWEEN:**        **Halton Standard Condominium Corporation No. \_\_\_\_\_**  
                         **Known as “Jasper Condos”**

**AND:**              **MF PROPERTY MANAGEMENT LTD.**

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THIS AGREEMENT MADE as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

B E T W E E N :

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

A Corporation created under the laws of the Province of Ontario by registration under the Condominium Act, R.S.O. 1980, Chapter 84 and amendments thereto and the regulations made thereunder, located at **716 Main Street East, Milton, ON and known as 'Jasper Condos' (116 units)**

(hereinafter called the "Corporation")

OF THE FIRST PART,

- and -

**MF PROPERTY MANAGEMENT LTD.**

A Company incorporated under the laws of the Province of Ontario, having its office located at **28 Bett Court, Guelph, Ontario, N1C 0A5**

(hereinafter called the "Manager")

OF THE SECOND PART,

WHEREAS the Corporation has been created pursuant to the Act;

AND WHEREAS the Corporation is desirous of having the Manager manage the property and assets of the Corporation, hereinafter referred to as the "Property" and the Manager is desirous of doing so, in accordance with the terms and conditions of this agreement;

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

1. The words and expressions used herein which are used or defined in the Condominium Act 1998, amended by 2000 as proclaimed May 5, 2001, (the "Act"), or in the Declaration of the Corporation hereinbefore referred to or in the By-laws of the Corporation hereinafter referred to as the "Declaration" and the "By-laws" respectively have the same meaning herein as they have therein unless otherwise defined herein.
2. The Corporation hereby appoints the Manager:
  - (a) to be its sole and exclusive representative and Manager (subject to the overall control of the Corporation and the Board and to the specific provisions hereof) to manage the Property for a period of two (2) years from date on which the Corporation comes into existence.
  - (b) to act on its behalf in the carrying out of the duties of the Manager as herein set out, and subject to the prior approval of the Corporation in writing; and
  - (c) to enter into such contracts and agreements in the name of the Corporation as may be necessary in the performance of such duties.

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3. The Manager hereby accepts such appointment and agrees to manage the property on behalf of the Corporation in a faithful, diligent, timely and honest manner.
4. The Manager acknowledges that it is familiar with the terms of the Declaration and By-Laws registered pursuant to the Act.
5. The Manager, in the performance of its duties hereunder, shall, subject to the direction of the Board:
  - (a) comply and maintain the Corporation's assets in compliance with the terms of the Declaration, By-laws and rules and any amendments thereto which presently exist or which may hereafter be made and notified to the Manager in writing;
  - (b) to take such action within its power short of legal action to enforce the terms of the Act, Declaration, Bylaws, and rules and any amendments to any of the foregoing which may be in force from time to time subject to the direction of the Board and to instruct legal action as directed by the Board at the expense of the Corporation;
  - (c) to prepare for signature of the Board or where a resolution of the Board has been delivered to the Manager for this purpose, the signature of the Manager under corporate seal, status certificates in the form prescribed by regulation pursuant to the Act and to issue and provide status certificates together with the statements and information required pursuant to the Act to any person or persons acquiring an interest in any unit in the condominium plan within the time permitted for the delivery of such certificates, statements and information prescribed by the Act. The fee prescribed by the regulations to the Act shall be retained by the Manager. It is understood and agreed upon by the parties that the Manager shall only be responsible for the accuracy and completeness of information contained within the status certificate if it had actual knowledge of the information, or ought to have had knowledge of the information as a result of its duties as Manager of the Corporation. The Manager shall not be responsible for any information that was known, or ought to have been known, by the board as a whole or any one of the directors and was not communicated to the Manager before the status certificate was prepared. In preparing a Status Certificate, the Manager shall not be responsible for inspecting the common elements or the unit to determine if the Corporation has a claim for damages or other relief against the current owner or occupant of the unit, or if there have been any violations of the Act, declaration, by-laws or rules of the Corporation. The onus of determining such shall remain that of the purchaser.
  - (d) cause to be delivered to all owners the text and import of any further amendments to the Act, By-laws or rules;
  - (e) advise and consult with the Board with respect to any further registered By-laws and rules, which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the property for the common benefit of the owners;
  - (f) prepare and keep current the corporation's register of owners and mortgagees of the units from information supplied by the unit owners;
  - (g) collect and receive all monies payable by the owners under the Declaration and By-laws, in trust for the Corporation, and deposit the same in a separate trust account in the name of the Corporation to be maintained by the Manager. All such monies shall thereafter be held



in the separate account in the name of the Corporation and be used to:

- (i) make payments of all accounts properly incurred or on behalf of the Corporation. Should the Manager fail to pay any properly incurred utility bills by their due date and should such late payment result in a financial penalty or interest charge to the Corporation, the Manager shall be directly liable to the Corporation for such penalty or interest charge;
- (ii) to handle the reserve fund investments of the Corporation and perform necessary reserve fund reviews. The Manager will not carry out any changes to the reserve fund without prior consent from the Board of Directors. Other investment alternatives shall be proposed to the Board from time to time for the Board's decision;
- (iii) arrange for the insurance and any appraisals in accordance with the provisions of the Declaration and By-laws and the amount of such insurance shall be directed by the Board;
- (iv) repair and maintain or cause to be so repaired and maintained those parts of the property and assets of the Corporation which require repair and maintenance by the Corporation in accordance with the provisions of the Declaration and By-laws and, without limiting the generality of the foregoing, such repair and maintenance shall include the repair and maintenance of all lawns and landscaped areas, snow removal, pest control, the keeping of the common elements in a neat and tidy condition by the removal of litter therefrom, keeping all electrical wiring circuits and lighting fixtures in the common elements in good working order, and providing for the removal and disposal of garbage;
- (h) select, employ, direct and discharge under the direction of the Corporation, in its name and/or in the name of the Corporation as the Manager and Board shall determine such persons as it may require at all times to fulfill promptly and efficiently its duties hereunder. All salaries, taxes and other expenses payable on account of such employees shall be operating expenses of the Corporation;
- (i) keep accurate accounts of the financial transactions involved in the management of the property and render to the Board monthly statements of income and expenditures made during the preceding month, and keep such accounts open for inspection by the Board at all reasonable times. No independent or external audit shall be required of the Manager, but the Board shall have the right to an annual external independent audit, provided the costs thereof and the employment of such auditor be by the Corporation directly and not through the Manager, and provided the external auditor is acceptable to the Manager, whose acceptance may not be unreasonably withheld. Such independent audit shall be at the office of the Manager;
- (j) to commence actions, subject to obtaining the Corporation's consent, to sue in the name of the Corporation, and recover monies and other sums due; and when expedient, to settle, compromise, and release such actions or suits following receipt of the Corporations written consent to such action. In the event that legal assistance is needed in connection with the management of the Property, including but not limited to the collection of common element assessments, the pursuit of insurance claims, the cost of such legal assistance, including that of counsel, court costs, and investigation costs, shall be borne by the Corporation; however no legal fees shall be incurred without prior written consent of the Corporation and the

Corporation shall select the solicitors it wishes to retain for such services;

- (k) to make or cause to be made repairs and alterations arising in the ordinary course of operation of the Property, provided that the Manager agrees to secure the approval of the Corporation in writing on all expenditures in excess of \$1,000.00 for any one item, except expenditures approved in the annual budget; and
  - (l) to indemnify and save the Corporation completely free and harmless from any and all damages or injuries to persons or property, or claims, actions, obligations, liabilities, costs, expenses and fees by reason of any cause whatsoever if the Manager has not performed the provisions of this Agreement or if caused as a result of fraudulent or negligent acts of the Manager, its employees, subcontractors or agents. The Manager agrees to provide the corporation with a Certificate of Insurance before the commencement date of this Agreement as evidence that it is maintaining adequate liability and blanket fidelity bond insurance for the purpose of indemnifying the Corporation pursuant to this clause and covering its employees, subcontractors or agents who handle or are responsible for handling the Corporation's funds, insuring against loss, theft, embezzlement or other fraudulent or negligent acts on the part of the employees, subcontractors or agents of the Manager.
  - (m) to continually maintain unit files including, but not limited to, communication, approvals and any agreement made between the Corporation and the unit owners.
6. The duties of the Manager shall not include the duties of the Officers of the Corporation set forth in the By-laws except as specifically otherwise provided in this agreement.
  7. To prepare and present to the Board at least forty-five (45) days before the commencement of each fiscal year during the term of this Agreement an estimated budget in writing for the following year and for the approval of the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owners' contributions to the common expenses. The Manager shall not make any expenditure in excess of the total budget as approved by the Board. Without the prior approval of the Board in writing, the Manager shall not enter into any contract period of more than one (1) year in excess of \$1,000.00.
  8. The Manager will at all times keep the Board and all owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time during normal business hours in respect of any infraction of the Act, Declaration, By-laws or rules, or at any time during the day or night in respect of any emergency at the property and the Manager will make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board in writing and without delay any major emergency or any persistent, flagrant or serious violations of the Declaration, By-laws or rules.
  9. The Corporation shall pay the Manager as compensation for its management services rendered under this Agreement the following fee: **\$21.50/unit/month+hst** for the term of the agreement.  
Prices do not include HST or any other applicable taxes, proposed or otherwise.  
The Corporation agrees to pay to the Manager an additional fee of \$240.00/annum+hst for administration and hosting of the condominium website.

All disbursements incurred by the Manager in performing its duties hereunder shall be at the

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expense of the Corporation including all photocopying, postage, long distance calls, etc. The above charges do not include any Federal or Provincial taxes, proposed or otherwise. The Manager shall be authorized to retain out of any monies collected by it, its fee as aforesaid and any disbursements or expenses incurred by it in the performance of its duties hereunder.

The Corporation agrees to pay to the Manager additional fees for the supervision of repairs or alterations of an extraordinary nature above and beyond the normal day-to-day operation of the Property such as repairs and/or replacements caused by a major fire or other casualty. Such additional fees to be agreed upon at that time, and will be payable on completion of such works.

In the event the Corporation fails to make payment to the Manager of its fee hereinbefore set out, then the Manager shall make formal written demand for payment for the fee and the Corporation shall have fifteen (15) days from the date of such demand within which to cure the default in payment. If payment is not received by the Manager within the fifteen (15) day period, then the Manager shall have the right, upon thirty (30) days written notice to the Corporation, of terminating this agreement and upon such termination all obligations of the Manager shall cease and the Corporation shall pay to the Manager any monies due to it up to the date of such termination.

All the above charges do not include any Federal or Provincial taxes, proposed or otherwise.

An administration fee (tax included, fee subject to change) will be billed to unit owners in the event that a required payment is not received due to insufficient funds (eg. returned cheque).

10. The Manager shall have no responsibility for the completion or filing of tax returns of the Corporation.
11. The Manager shall deliver property management reports to the Board in advance of each Board meeting to serve as a written form of communication from the Manager to the Board. Monthly financial statements and cheques will be prepared and issued to the Board.
12. The Manager shall be obliged to attend a maximum of **twelve (12) meetings of the Board annually including the Annual Meeting**. A fee of \$450+hst will be charged for additional meetings. The Manager shall be responsible to take and prepare minutes of the 12 meetings s/he attends every year and shall provide copies of said minutes at least three (3) business days prior to the next board meeting. The Board room at the Manager's office can be booked for regular board meetings on a first-come, first-serve basis at no charge.

All the above charges do not include any Federal or Provincial taxes, proposed or otherwise.

13. The Board shall designate a member of the Board of the Corporation and an alternate who shall be authorized to deal with the Manager on any matter relating to the management of the Corporation and shall not be obligated to accept directions or instructions with regard to the management to the Corporation from any person other than an individual so designated. In the absence of any other designation by the Board, the President of the Corporation shall be the individual authorized to deal with the Manager.
14. The Corporation shall:
  - (a) reimburse the Manager promptly for any monies which the Manager may be directed by the Board to advance for the account of the Corporation, provided that nothing herein contained shall be construed to obligate the Manager to make any such advance;

- (b) except in the case of negligence or malfeasance on the part of the Manager, its servants or agents or failure of the Manager, its servants or agents to properly fulfill their obligations under this Agreement, indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about in any way connected with the property, and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof; provided that nothing contained in this sub-paragraph shall release the Manager from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained;
- (c) deliver to the Manager copies of all By-laws and rules made by the Corporation or the owners; and
- (d) The Corporation agrees to cooperate with the Manager to the extent required to perform expeditiously, efficiently and economically the Manager's services required under this Agreement and to provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require.

15. The Manager or the Corporation may terminate for any reason on 60 days' notice in writing to the other party and this Agreement shall continue during the 60-day period to the termination date.

Upon termination of this Agreement:

- (a) The Manager shall surrender to the Corporation all contracts, records, files and other document or information which may be pertinent to the continuing operation of the Property. The Corporation shall provide access to the Manager at all reasonable times and upon reasonable notice to all such contracts, records, files, postdated cheques, and other documents or information relating to the full period this contract is in force, subsequent to the termination of this Agreement.
- (b) The Manager shall turn over all keys to the Property in its possession or in the possession of any of its employees and shall turn over possession of any area located on the Property under its control.
- (c) The Corporation shall assume the obligation of any and all contracts which the Manager has properly made for the purpose of arranging the services to the provided pursuant to this Agreement.
- (d) The obligations upon the Manager to account shall survive the termination of this Agreement for whatever cause.
- (e) The Manager shall do everything in its power to assist in the smooth transfer of management.

16. All notices required or permitted to be given hereunder shall be sufficiently given in writing and:

- (a) delivered to the Corporation if signed by or on behalf of the Manager, and delivered and receipted in person or mailed by prepaid registered post, (return receipt requested) to the **President** of the Board of the Corporation, Guelph, Ontario or at such other address and to such other person as the Corporation may from time to time designate by written notice pursuant thereto;
- (b) delivered to the Manager if signed by or on behalf of the Corporation and delivered and

received in person, or mailed by prepaid registered post, (return receipt requested) to the Manager at 28 Bett Court, Guelph or at such other address as the Manager may from time to time designate by written notice pursuant hereto; and

(c) all such mailed notices shall be deemed to have been received on the tenth business day next following the date of such mailing.

17. This Agreement shall not be changed orally, but only by an agreement in writing signed and executed by an Officer or Officers of the Parties as authorized by their respective Board of Directors.
18. This Agreement shall not be assigned by the Manager without the consent of the Board of Directors.
19. Subject to Paragraph 18, this Agreement shall endure to the benefit of and be binding upon the Parties and their respective successors and assigns.
20. If any provision of this Agreement is invalid or unenforceable, such invalidity shall not invalidate or render unenforceable any other part of this Agreement, but it shall be construed as not containing the particular provisions held to be invalid or unenforceable, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

IN WITNESS WHEREOF the parties have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

**MF PROPERTY MANAGEMENT LTD.**

Per: \_\_\_\_\_  
Maria Finoro, RCM, ACCI, President