

OFFICE SCHEDULE

Number... C0130999 ...
CERTIFICATE OF RECEIPT
OXFORD No. 41 (WOODSTOCK)

APR 21 2015 @ 10:00



Land Registrar

DECLARATION

CONDOMINIUM ACT, 1998

OXFORD STANDARD CONDOMINIUM PLAN NO. 112

NEW PROPERTY IDENTIFIER'S BLOCK 0405

RECENTLY : 00176-0515

DECLARANT : WARREN D. SINCLAIR CONSTRUCTION LTD.

SOLICITOR : Clifton Kok LLP

ADDRESS: 12 Northumberland Street
Ayr, ON
N0B 1E0

PHONE: 519-537-6212 **FAX:**

No. OF UNITS 4

FEES : \$70.00 + (\$5.00 x 4) = \$90.00



Document General

Form 4 - Land Registration Reform Act

D

FOR OFFICE USE ONLY	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of _____ pages
	(3) Property Identifier(s) Block: 00176 - Property: 0515 (LT)	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document Declaration (Condominium Act, 1998)	
	(5) Consideration Dollars \$	
	(6) Description Part of Block 60, Plan 41M-217 Town of Ingersoll, County of Oxford designated as Parts 1 and 3 on 41R-9197 as set out in Schedule A attached.	
	(7) This Document Contains: Additional: See Schedule <input type="checkbox"/>	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>

(8) This Document provides as follows:

NOW OXFORD STANDARD CONDOMINIUM PLAN NO. 112

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
Warren D. Sinclair Construction Ltd.		2015 04 10
by its solicitors		
CLIFTON KOK LLP		

(11) Address for Service: 264 Lawrence Avenue, Kitchener, ON N2M 1Y4

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property

175 Ingersoll Street North
Ingersoll, Ontario

(15) Document Prepared by:

Clifton Kok LLP (Our File No. L-68)
12 Northumberland Street
Ayr, Ontario
N0B 1E0
JL/br

Fees and Tax	
Registration Fee	
Total	

THIS DECLARATION is made and executed by **WARREN D. SINCLAIR CONSTRUCTION LTD.**, which is described herein as the “Declarant” and is the owner of the property described in Schedule A, upon which are located four (4) Units.

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

The Declarant intends that the land and interest appurtenant to the land in the description and Schedule A of this Declaration be governed by the Act.

ARTICLE I: INTRODUCTORY

Definitions and Interpretation

1. All words in this Declaration that are defined in the Act shall have the meaning ascribed to them in the Act, and:
 - a. “Act” means the *Condominium Act, 1998* and the Regulations pursuant to that Act each as amended, supplemented or replaced from time and any successor legislation;
 - 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” means all the condominium property except the Units, and for clarity includes any portions of the Common Elements that are designated for the exclusive use of the owners of one or more of the Units, as well as all the following common services: any and all street lighting on any internal roadway (not including private driveways), curbs, sidewalks, visitor parking spaces, retaining walls, pipes, wires, vents, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), stormwater swales, stormwater management facilities (including, without limitation, rain gardens), sump pumps (except where designated as part of a Unit), sump pump pits, weeping tiles and/or other conduits, and all 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, walkways, power, communication facilities, water, fuel, stormwater and other drainage, and/or sewage disposal to more than one unit and/or the other Common Elements;
 - e. “Condominium Plan” means the condominium plan created by the registration of this Declaration and the related description with respect to the Land and by the registration of amendments thereto from time-to-time;
 - f. “Corporation” means the condominium corporation created by the registration of this Declaration on the title to the lands described in Schedule A;
 - g. “Declaration” means this declaration as amended from time-to-time;
 - h. “Declarant” means Warren D. Sinclair Construction Ltd.;
 - i. “Land” or “Lands” means the lands described in Schedule A including the servient lands described in Schedule A;
 - j. “Municipality” means, generally, a municipality duly incorporated in the Province of Ontario within the meaning of the *Municipal Act, 2001*, and, specifically, in relation to the matter subject of the context in which the term is used in this Declaration, the municipality or municipalities having jurisdiction and authority in regard to the same;
 - k. “Rear Yard EUA” means that portion of the rear yard area appurtenant to a Unit that is designated for the exclusive use of the Unit Occupants of the Unit, as defined in Schedule F of this Declaration and the description plans creating the Condominium Plan;
 - l. “Recreational vehicles” means boats, trailers, snowmobiles, personal water craft, and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing

accommodation facilities to one or more persons;

- m. *"Telecommunication Device"* means any signal transmission or signal reception device, or any roof antenna, satellite dish, or any other antenna, exterior tower antenna, or satellite dish antenna for either radio, television, internet or other reception or transmission, or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish, or other transmission or reception device;
 - n. *"Rule"* or *"rule"* means a rule of this Corporation;
 - o. *"Unit"* or *"unit"* means the units as defined in the Act;
 - p. *"Unit Occupant"* or *"Unit Occupants"* means any Unit owner, any Unit owner's spouse, child or children, invitee, servant, guest, or tenant and tenant's spouse, child or children, invitee, servant, guest, or any other occupant of a Unit in this Condominium Plan; and
 - q. *"Unit Owner"* or *"unit owner"* means the owner or owners of a Unit, as do the general terms *"Owner"* and *"Owners"* respectively.
2. Captions and headings with respect to paragraphs, articles and/or subparagraphs of this Declaration do not have any standing and are placed herein for descriptive purposes only and do not affect or in any way vary the plain meaning of the contents of the paragraphs, articles and/or subparagraphs to which they are appurtenant.
3. Each use of the masculine, feminine or neuter genders in this Declaration shall be deemed to include the others, and the use of the singular shall be deemed to include the plural, and vice versa, wherever the context so requires.

Schedules

- 4. The consent of any person having a registered mortgage against the Land or interests appurtenant to the Land is contained in Schedule B.
- 5. The monuments controlling the extent of the units are the physical boundaries set out in Schedule C and in the description.
- 6. A statement of the proportions, expressed in percentages, of the common interests appurtenant to the Units is set out in Schedule D.
- 7. A statement of the proportions, expressed in percentages allocated to the Units, in which the owners are to contribute to the common expenses, is set out in Schedule D.
- 8. A statement of the common expenses is set out in Schedule E.
- 9. A specification of the exclusive use portions (if any) of the Common Elements that are to be used by the owners of one or more designated Units and not by all the owners is set out in Schedule F.
- 10. The requisite certificate in Form 2 as prescribed by regulation 48/01 is attached hereto as Schedule G.

Addresses

- 11. The municipal address for the Corporation is 175 Ingersoll Street North, Ingersoll, Ontario.
- 12. The mailing address of the Corporation is c/o Warren D. Sinclair Construction Ltd., 264 Lawrence Ave., Kitchener, Ontario N2M 1Y4.
- 13. The address for service for the Corporation is c/o Warren D. Sinclair Construction Ltd., 264 Lawrence Ave., Kitchener, Ontario N2M 1Y4.

ARTICLE II: UNITS**Provisions Relating to Use and Occupancy**

1. 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.
2. No Unit shall be occupied or used by anyone whose occupancy or use shall give rise to the possible cancellation of any policy of insurance. If any proposed or actual use of a Unit or the proposed or actual occupation thereof by any person or persons should in the sole determination of the Board upon the advice of its insurer and such other reliable counsel, cause a threatened or actual:
 - a. increase in the cost of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation; or,
 - b. cancellation and/or non-renewal of any or all of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation;

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

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

3. No more than two (2) full- or part-time students at a post-secondary educational institution may at the same time be Unit Occupants of any Unit without the express and written consent of the Board, which consent may for any reason be arbitrarily withheld. For the purposes of this provision, a post-secondary educational institution means, without limiting the generality of that term, any educational or training institution that is recognized by the government of Ontario or any of its agencies or by the government of Canada or any of its agencies that, within their respective jurisdictions, is responsible for registering, accrediting, supervising or regulating institutions issuing any post-secondary educational credential (diploma, certificate or degree), which, for clarity, does not include any school the affairs of which are regulated under the *Education Act* of Ontario except with respect to any adult or continuing education programs offered therein.
4. No Unit owner shall lease such Unit Owner's Unit to any person whose occupancy would be contrary to the provisions of this Declaration and until such Unit Owner delivers to the Board:

- a. A written statement signed by the Unit Owner representing and warranting that the proposed occupancy by the intended tenant(s) of the Unit shall comply in all respects with the conditions and restrictions on occupancy that are set out in this Declaration; and
- b. an acknowledgement and undertaking signed by the primary tenant containing:
 - i. the legibly printed name(s) of each person who is proposed to occupy the Unit pursuant to such tenancy; and
 - ii. the following statement without omission or amendment:

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

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

Section 47(2) Record

5. For the purposes of the record required to be maintained by the Corporation pursuant to Section 47(2) of the Act (the "Section 47(2) 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 Section 47(2) Record. Furthermore, each Owner of a Unit must advise the Board of Directors 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.

Appearance and Alterations

6. 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.
7. Subject to compliance with the foregoing paragraph no one shall do anything or make any change with respect to any part of the roof structure both above and below the plywood sub roof sheathing, or to a load bearing wall or any other load bearing component within a Unit without:

- d. the submission to the Board of an engineer's certificate addressed to the Corporation confirming that the proposed action will not reduce the load bearing capacity of the said roof, roof structure, wall or such other load bearing component; and,
- e. obtaining the prior written consent of the Board to the proposed action, which consent may be granted only upon such conditions as the Board may in its sole discretion impose or may be refused.

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

8. Without limiting the generality of any of the foregoing, the configuration and layout of the rooms within any Unit may not be changed without the prior written consent of the Board, which consent may be arbitrarily withheld, and, where such consent is given, the approval of the Municipality where the proposed alterations give rise to a requirement for the same. For the purpose of clarification this means that no internal walls or room dividers within a Unit's boundaries may be removed, added or modified so as to increase or decrease the number 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.
9. 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.
10. No window air-conditioning unit is permitted to be installed in or appurtenant to any Unit. No air-conditioning unit nor heat pump nor similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with 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. In the absence of reasonable grounds to refuse same the Board shall approve applications for the foregoing. The external elements and components of any such AC equipment may only be located in the rear yard of a Unit. This foregoing part of this paragraph is not applicable to AC equipment placed by or on behalf of the Declarant. All AC equipment must be kept in good repair by the owner of same so that the noise from same is kept as low as is reasonably possible. All components of such AC equipment shall form part of the Unit so that the Unit Owner of the said Unit is responsible to maintain, repair (after damage or otherwise) and replace the same as required by the Board in its discretion (exercised reasonably) or the Declarant while it has any ownership interest in any Unit.
11. No maintenance (other than regular cleaning), addition, signage, alteration, repair, renovation, improvement, painting or staining or any other thing that alters the appearance of any part of any Unit that can be seen from any abutting street or from any other Unit in the Condominium Plan and/or from the Common Elements of the Condominium Plan is permitted, except with the prior written consent of the Board and the Declarant (while it owns any lands or Unit within the Land) which consent may be withheld and, if given, revoked.

Unit Components

12. Notwithstanding anything otherwise provided herein:
 - a. each Unit shall exclude all pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines used for power, cable television, water, heating, air conditioning or drainage, and mechanical or similar apparatus that provide any service or utility to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular Unit but which do not service that particular Unit; and
 - b. each Unit shall include all parts of a Unit's Unit Systems (as hereinafter defined), heating, ventilating and air conditioning (if any) equipment, metal sleeves, pipes, flues and vents

and related equipment, all furnace and fireplace, chimneys and flues and related equipment and all pipes, wires, cables, conduits, ducts, and related junction boxes, fixtures, outlets and other facilities relative to utilities in respect of a Unit, that service only such Unit, regardless of where they are situate, except for lateral feeds to and from the Unit if located within Unit boundaries.

13. 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.
14. Any sump pump that is installed at the time of original construction by the Declarant or as required by any applicable governmental legislation, regulation and/or building or other codes or by the Municipality, and all related pipes, wires, vents, and other equipment shall be deemed to be part of the Unit in or beneath which it is situate. At the discretion of the Board, the Corporation may either install, operate, maintain, repair, replace and/or inspect a sump pump appurtenant to any one or more Units within the Condominium Plan, and shall designate at the time of such installation whether or not such sump pump is part of a Unit or Common Elements and such designation shall apply to the said sump pump so designated as if originally so described in the Unit description in the schedule hereto and in the registered description (and any amendments thereto) creating the Condominium Plan. If not initially required at the time of construction of the Unit by any applicable governmental legislation, regulation and/or building or other codes, neither the Declarant, the Board nor the Corporation has any duty to install any sump pump regardless of physical conditions and/or the presence of groundwater.

ARTICLE III: ACCESS TO UNITS AND COMMON ELEMENTS

Access by Declarant

1. The Declarant is entitled to complete all buildings and all improvements to the Land, display signage on the Common Elements, maintain Units as models for display and sale purposes, to have potential purchasers and tenants visit any Units owned by the Declarant (including viewing the Common Elements and passing across same), and otherwise maintain construction offices, displays and signs on the Common Elements and in the Units owned by the Declarant, and it and its agents and employees are granted the right to enter onto all portions of the Condominium Plan for all such and related purposes until all Units in the Condominium Plan have been sold and conveyed by the Declarant and until the Declarant has completed all of its work with respect to the Condominium Plan including all intended phases thereof. In addition, the Declarant can designate and sign from time to time and exclusively use from time to time up to six Common Elements parking spaces in various locations for sales customer use, construction vehicles and activity or otherwise as it chooses until all Units in the Condominium Plan have been sold by the Declarant. Nothing in this Declaration or otherwise shall prevent or hinder the foregoing. With respect to such facilities and use, the Declarant, subject to the right to use the same as set out above, must otherwise comply with this Declaration, all enforceable rules and by-laws and the Act and act reasonably. In addition and despite the foregoing, reasonable use of exterior lighting by the Declarant will not be considered a nuisance to other owners nor will any sales flags, pennants or banners of any nature or kind put in place by the Declarant be considered a nuisance and the same are permitted until such time as all of the Units within the Condominium Plan and its proposed future phases have been sold by the Declarant. The Declarant is obligated to pay the common expenses attributed to any Unit that it owns despite the fact it may be using such Unit in accordance with the provisions of this paragraph.

Access by Corporation

2. In addition to 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. If the keys to the Unit and the security codes required to deactivate all alarms for the Unit have not been provided to the Board and the Board is unable in the time frame necessary for access to occur to reach any contact person who can provide access whose name has been provided by the Unit Owners for that purpose or after reaching such person access is not provided in the time frame necessary for access, the Board and/or its manager and/or its agents and contractors are authorized to use such force as is

necessary to permit access to the Unit with the costs of repairing the damage so caused and any charges from any alarm company being the responsibility of the Corporation.

3. The Corporation is entitled to retain a key and/or access code to all locks in the doors of each Unit. Unit Owners shall provide the same forthwith upon request by the Board and shall provide the Board with the codes necessary to deactivate any security alarm situated in a Unit and update the same if changed. No one shall change any lock or place any additional locks on the doors to any Unit or in the Unit without immediately providing the Corporation a key for each new or changed lock.

Access by Others

4. In order to facilitate access to the Rear Yard EUA appurtenant to each Unit for maintenance of the same by the Unit Occupant(s) entitled to the use thereof, the Rear Yard EUA of each Unit is subject to a right of passage over and across a 1.2-meter wide portion of such Rear Yard EUA running along the entire length of the rear boundary line thereof, which right of passage is granted in favour of the Unit Occupants of each of the other Units located within the same block of Units as the Unit in question and is to be used as is reasonably necessary by such other Unit's Unit Occupants for the movement of materials (including, without limitation, usual lawn and garden equipment and supplies) and persons to and from said Unit Occupants' respective Units' appurtenant Rear Yard EUA's. (Hereinafter, this right of passage may be referred to as the "Rear Yard ROP".)
5. Each Unit and the Common Elements are subject to a right of access in favour of the Declaration, the Corporation, the Town of Ingersoll, Oxford County, utility companies servicing the Lands, and other Unit Occupants to permit entry by persons, equipment, machinery and workers as is reasonably required to do work with respect to such Unit, other Units or the Common Elements generally. Each Unit and all of the Common Elements are also subject to a right of entry and access in favour of the Corporation, of all utility companies and companies that supply television and/or telephone facilities (including, without limiting the generality of the foregoing, Erie Thames Powerlines Corporation, Union Gas Limited, Bell Canada, Rogers Cable Communications Inc., and any successors and assigns thereof and any cable or other television signal supplier), and of any Municipality providing utility services (such as water or wastewater services) to permit entry by equipment, machinery and workers as is reasonably required to install, construct, repair, replace, modify, upgrade, renovate, improve and/or maintain any and all pipes, wires, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), telecommunication signal transmission and reception facilities and lines, water mains, telephone cables and access transmission lines and public utility lines that, without limiting the generality of the foregoing, provide or transmit power, communication facilities, water, fuel, and/or sewage disposal, provided same service more than one unit. In addition, any supplier of utilities such as water or gas has the right to place and maintain electricity or other meters (which term includes appurtenant equipment, wiring, transmission lines and any other thing necessary for same to properly function for the purpose for which the meters are intended), for one or more units on any wall(s) of any of the buildings within the Condominium Plan including those within any unit boundaries and the further right to maintain, repair, replace, modify, inspect and read such electricity or other meters from time-to-time as it deems appropriate. Any utility company and/or company supplying television and/or telephone facilities is entitled to affix such equipment as it deems appropriate to outside walls. No Unit Occupant shall interfere with or do or omit to do anything that could reasonably be expected to impair the ability of the same to perform the function(s) intended. There shall be no construction proximate to such pipes, equipment, meters, vents, wires, ducts, cables, drains, conduits, service connections, mains for sewer and stormwater, electricity transformer(s), water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that could damage the same or impair the ability of the same to function as intended. Access to the meters shall be in accordance with any regulations which the utility responsible for reading the meter may have in effect or be subject to from time-to-time. No meter shall be hidden, obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter. The Declarant (including any successor) and the Corporation have the right to enter any Unit and install any pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment and/or mains. 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 Erie Thames Powerlines Corporation, as a result of future construction of any building or part thereof on this Condominium Plan such relocation (if it can be accommodated by Cambridge and North Dumfries Hydro Inc.) will be at the sole cost and expense of the Corporation.

6. 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: USE AND ALTERATION OF COMMON ELEMENTS

General

1. 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.

2. Anything that is permitted to be placed or constructed by or for a Unit Owner on or within any portion of the Common Elements (including, without limitation, gardens, plantings and landscaping) 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.

Landscape and Plantings

3. No addition or alteration to the Common Elements (including the construction of any structure(s) thereon) is permitted that would have any impact on the stormwater management facility

(including without limiting the generality of the foregoing, rain gardens) or plan applicable to the Condominium Plan or neighbouring lands unless such addition or alteration has received the prior written approval of the Board and the government or governmental authority having jurisdiction.

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

Certain Installations and Additions

6. No fence, other than a fence placed by the Declarant, nor any extension of or addition to any such Declarant-installed fence, nor any privacy screen, garden shed, 'outbuilding', deck, gazebo, or other object or structure, may be erected, installed or otherwise placed anywhere within this Condominium Plan without the prior express written consent of the Board and of the Declarant while it retains an interest in any Unit. Such consent, if granted, shall not allow a fence or other structure or obstruction to be installed that is contrary to the following provisions as well as such other conditions, restrictions or criteria the Board and/or the Declarant may impose:
 - a. In order to facilitate use of any Rear Yard ROP granted in paragraph 4 of Article III of this Declaration, no fence or other structure or obstruction of any kind may be erected, installed or otherwise placed within or along the side and/or rear boundaries lines of the areas designated as subject to such Rear Yard ROP (the rear boundary line being that boundary line which is furthest in distance from the Unit to which the Rear Yard EUA in question is appurtenant and roughly parallel thereto); and
 - b. any permitted fence placed along the front boundary line of an area subject to a Rear Yard ROP must contain a properly and easily functioning and unlocked gate permitting passing through such fence without obstruction (the front boundary being that line that runs parallel to the full length of the rear boundary line, as defined in the foregoing paragraph, and is located by measuring a depth of 1.2 meters along a perpendicular line from the said rear boundary line toward the Unit to which the Rear Yard EUA in question is appurtenant).

For clarity, any such permitted installation is subject to the further requirements of the Act, including the necessity of an agreement applicable to the same pursuant to section 98 thereof.

7. Clotheslines, clothes trees, goods and technologies that have a purpose that is the same as a clothesline or clothes tree, and/or equipment that is necessary for the proper installation and operation of the foregoing that are not installed and used in accordance with Ontario Regulation 97/08 of the *Energy Conservation Leadership Act, 2006* or in accordance with any replacement applicable legislation are prohibited from being anywhere on the property except with the express written permission of the Board. Any such permitted items must at all times be kept in a good and proper state of repair and appearance by the owner of the Unit in which same are located in accordance with criteria as to state of repair, appearance and specifications established from time to time by the Board as reasonably required by the Board. Notwithstanding the foregoing, no such items other than any that were installed by the Declarant prior to registration of this Declaration or prior to registration of an amendment thereto creating a phase of this Condominium Plan with respect to any Unit or part of the Common Elements that is part of such phase are permitted to be installed on the Common Elements except in accordance with the provisions of Section 97 or 98 of the Act.

8. There shall be no Telecommunication Device erected, fixed, resting by its own weight or otherwise, hanging or otherwise visible anywhere on the Land or any building or structure thereon or present or visible from any abutting street or any other Unit or Common Elements on any of the Condominium Plan, except such as are no larger than 28" in diameter, are located on or at the rear of the Unit and not on the roof, and are otherwise designed, installed and located in accordance with criteria established by the Board which has the authority to prohibit any and all Telecommunication Devices that are inconsistent with these restrictions.

ARTICLE V: MAINTENANCE AND REPAIRS

Units, Generally

1. Each Unit Owner must maintain and repair after damage (for clarity, the foregoing terms include the responsibilities for repair or replacement after wear and tear and/or damage) such Owner's Unit, and any and all improvements to such Unit, and everything therein and all components of and systems servicing such Unit that are within the Unit boundaries.
2. Notwithstanding the foregoing, with respect to windows forming part of a Unit, no replacement or major repair may be made thereto without prior express written consent of the Board, which consent shall not be unreasonably withheld, and save and except:
 - a. The Unit Owner shall first inform the Board in writing of the proposed replacement requesting consent therefor and providing such details and specifications as the Board may require in order to grant such consent, including without limitation as to such matters as the make, model and style of the proposed replacement window(s), the materials and appurtenant equipment thereof, and the identity, qualifications and insurance status of the contractor or other person proposed to perform the same;
 - b. the Unit Owner shall ensure that such replacement window(s) are properly and effectively sealed to the exterior cladding appurtenant to the Unit, to at least the same standard and quality of workmanship as was at the time of such replacement most recently done by the Declarant or the Corporation, as the case may be, failing which any costs incurred by the Corporation in fixing the same shall be added to the common expenses payable on account of the Unit in question; and
 - c. the Corporation shall be immediately informed of any damage caused to any part of the Common Elements as result of such replacement(s) and any costs incurred by the Corporation in repairing the same shall be added to the common expenses payable on account of the Unit in question.
3. 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.
4. If a Unit Owner fails to maintain or repair after damage improvements to such Owner's Unit, and where 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.
5. As cool temperatures in a 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 Unit does not fall below 15 degrees Celsius at any time. The Corporation shall, to effect and maintain such temperature, be entitled to repair and if necessary replace the heating apparatus with respect to any such Unit at the expense of the Unit Owner in question. Any costs incurred by the Corporation in maintaining the temperature within a Unit to at least fifteen (15) degrees Celsius (including maintenance, repair or replacement of the heating apparatus) shall be payable by the Unit Owner forthwith upon the expenditure being incurred. If the Unit Owner does not pay the cost of maintaining the temperature in the Unit to fifteen (15) degrees Celsius and the Corporation does have to expend money to do so, then, the monies expended by the Corporation shall be deemed

to be a common expense and an item of repair for which the Unit Owner is solely responsible. The cost can therefore be subject to a lien pursuant to the Act.

Life Safety Warning Devices, Other Devices and Unit Systems

6. Each Unit shall be equipped at all times by the Unit Occupants with smoke detectors, fire detectors, carbon monoxide detectors and other life safety warning devices as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time (the foregoing being collectively referred to herein as "Life Safety Warning Devices"), as well as dryer duct hoses on clothes dryers, chimney flue sleeves, ventilation ducts, water hoses and hose fastening devices and mechanisms on water using appliances (such as, for example only and without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters) and other similar devices (the foregoing being collectively referred to herein as the "Other Devices") as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time.
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. Each Unit Owner must effect such repairs, replacements and maintenance in respect of such Unit Owner's Unit's electrical systems, plumbing mechanisms and systems, water softener, dish washers, water and air heating and/or air-conditioning mechanisms and systems, ventilation systems, clothes dryers and drying devices, and dryer ducts, range hood vents, fireplaces and fireplace flues and chimney components (if any), (the foregoing being collectively referred to herein as the "Unit Systems") hoses and hose fastening mechanisms (i.e., for dishwashers, water softeners, water heaters and/or washing machines) and the Life Safety Warning Devices and the Other Devices servicing such Unit, as a prudent and careful owner or occupant would require, and as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time and/or as may be prescribed by the Board servicing such Unit Owner's Unit as directed by the Board at the cost of the Unit Owner of the Unit.
9. Each 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 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 and/or Homes as may be required to confirm any of the foregoing. Such persons as are designated by the Board to perform such inspections are permitted entry to any and all Units from time-to-time on twenty four (24) hours prior notice given to any Unit Occupant except in the case of emergency as reasonably determined by the Board, in which case immediate entry may be obtained. The cost of all routine periodic inspections shall be paid by the Corporation but any additional inspections that the Board causes to be performed to fulfill any legal obligation, or upon the request of a mortgagee or Unit Owner, or due to any pending or completed transfer of title to the Unit, or to ensure that deficiencies noted in a prior inspection have been remedied, shall be at the cost of the Owner of the Unit.
12. The Board has the right to have its representatives make such installations or perform such work (including, without limiting the foregoing, any repairs, installations or replacements as may be recommended in a report based upon an inspection hereunder) required to ensure that:
 - a. all required Unit Systems, Life Safety Warning Devices and Other Devices, are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
 - b. the Unit's electrical system is in compliance with all applicable law and requirements of the Board;
 - c. all water using appliances, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
 - d. all ducts and vent pipes are clean and free of flammable and/or other materials;
 - e. all fireplaces, chimneys and flues are in compliance with all applicable law governmental legislation, regulations and building or other codes and in a proper state of repair and condition and clean and free of blockage and that chimneys and flues are free of flammable materials;
 - f. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device the same service;
 - g. all Unit Systems air heating and/or air-conditioning mechanisms are in good operating condition, all required Life Safety Warning Devices, are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board; and

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

Common Elements

13. 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 in Schedule F of this Declaration for the exclusive use of the Unit Occupants of the Owner's Unit.
14. The Corporation is responsible for the grass cutting, weeding and general maintenance of all yard and landscaped areas, save and except that each Unit Owner is responsible for regularly watering grass and plantings located within the front, rear, and side yard, if any, areas appurtenant to such Owner's Unit. Further and notwithstanding the foregoing, each Unit Owner is solely responsible for maintenance and repair of any permitted gardens, plantings and landscaping located in the front, rear, or side yard, if any, areas appurtenant to such Owner's Unit.
15. Each Owner of a Unit must maintain and keep the front, rear, and side yard, if any, areas appurtenant to such Unit, including all decks and/or patios and porches therein in a neat and tidy condition as required by the Board, failing which, the Board shall have the option of performing said work at the expense of the Unit Owner.

16. Nothing may be stored in the front, rear or side yard, if any, areas appurtenant to a Unit or on the porches or decks/and or patios appurtenant to a Unit. Only seasonal furniture may be located on a rear deck and/or patio appurtenant to a Unit and must be taken inside the Unit in the off-season. Only one barbeque that is in good operating condition may be kept on the rear deck and/or patio appurtenant to a Unit throughout the year. No other barbeque is permitted in such areas.
17. All driveways, walkways and parking areas of the Condominium Plan are to be kept in a snow free condition at all times. The Corporation is responsible for the removal of ice and snow from the Common Elements roadway and parking areas. Unit Occupants are responsible for the removal of ice and snow from driveways, porches and walkways appurtenant to their respective Units. If a portion of the Common Elements is obstructed by a vehicle at the time of attempted snow and/or ice removal by the Corporation, the Owner of the Unit in which the vehicle's owner is a Unit Occupant is responsible for the snow and/or ice removal prevented by such obstruction and for any costs or liabilities incurred by the Corporation on account of its inability to complete such snow and/or ice removal at that time.
18. All driveways, walkways and parking areas of the Condominium Plan are to be kept void of any obstructions at all times other than permitted motor vehicles in driveways and designated parking areas. No Unit Occupant shall cause or permit any obstruction to be placed or left anywhere on the driveways or walkways contrary to the foregoing. Each Unit Occupant shall keep the driveway appurtenant to such Unit Occupant's Unit free of obstruction (other than permitted motor vehicles) at all times.
19. 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.
20. If the asphalt or other hard surface area of any Common Elements area is damaged or in need of maintenance or repair because of the act or omission of any Unit Occupant, the Unit Owner of the Unit in which the Unit Occupant resides or has visited shall pay the costs of the maintenance or repair in question with such expense being deemed to be a common expense and an item of repair for which the Unit owner is solely responsible.
21. Subject to the provisions of the foregoing, the Corporation is responsible to maintain and repair (including repair or replacement after wear and tear and/or damage) the Common Elements.

Provisions Relating to Sump Pumps

22. The Unit Owner of a Unit containing a sump pump that is designated as part of the said Unit shall:
 - a. ensure the same is kept hooked into an operable source of electricity and vented to the outside or such tile or sewer as set up at the time of first installation of the same and as required by any applicable governmental legislation, regulation and/or building or other codes and/or as the Declarant or the Board may prescribe from time-to-time;
 - b. be responsible for the cost of electricity consumed by the same; and
 - c. inspect, test, maintain, repair (including repair and replacement after wear and tear and/or damage) the same on a regular basis;to ensure that it is functioning properly at all times.
23. The Unit Owner of a Unit containing a sump pump designated as part of the Common Elements shall
 - d. ensure the same is kept hooked into an operable source of electricity and vented to the outside or such tile or sewer as set up at the time of first installation of the same and as

required by any applicable governmental legislation, regulation and/or building or other codes and/or as the Declarant or the Board may prescribe from time-to-time;

- e. pay the costs of electricity consumed by the same and shall receive an amount paid in at least one installment annually by the Corporation that is an amount estimated by the Board acting reasonably to cover the costs of the same;
- f. shall notify the Board immediately if the Owner knows or believes it is not functioning properly;

to ensure that it is functioning properly at all times.

24. Regardless of whether or not any such sump pump is part of the Common Elements or the Unit, agents, employees and representatives of the Corporation or the Declarant are entitled to reasonable access upon 24 hours written notice (or no notice in case of an emergency) to the basement area of any Unit where a sump pump is to be installed or is installed and to do such work within and to any such Unit as is necessary to install, operate, maintain, repair, replace and/or inspect any such sump pump. If any such sump pump is part of the Unit the costs of such work as is necessary to install, operate, maintain, repair, replace and/or inspect any such sump pump shall be paid by the Unit Owner and if not paid when required by the Board such costs shall be added to the said Owner's contribution towards common expenses. Regardless of whether or not any such sump pump is part of the Common Elements or the Unit, Unit Occupants shall keep the sump pit free and clear of debris at all times, keep the immediate space and area around the pump mechanism piping and wiring open and free and clear of all objects and not enclose or build in the pump mechanism piping and wiring in any manner.

Garbage and Recycling

25. Garbage and recycling must be put out at curbside locations along the internal private road or an internal centralized location designed to the satisfaction of the Municipality in accordance with the requirements of the Municipality. If at any time collection is provided of compostable materials (compost/green bin/yard waste) from the Condominium Plan, the foregoing requirements with respect to garbage and recycling equally apply to the pick-up and removal of the said compostable materials.
26. Garbage is to be placed in garbage bags and then placed in secure containers designed for holding garbage that will withstand birds, rodents, vermin and pests so that the garbage bags are not torn by, entered or scattered by the same. All garbage shall be kept by Unit Occupants inside the building on such Unit Occupants' Unit until the pickup days designated by the Board or Municipality from time-to-time. On pickup days, garbage for pickup shall be placed by Unit Occupant(s) in such location or locations and by such time as are designated by the Board from time-to-time.
27. Recycling is to be placed in appropriate containers (e.g., Blue Boxes, Green Boxes, etc.) designed for holding recyclable materials. All recycling shall be kept by Unit Occupants inside the building on such Unit Occupants' Unit until the pickup days designated by the Board or Municipality from time-to-time. On pickup days recycling for pickup shall be placed by Unit Occupants in such location or locations and by such time as are designated by the Board from time-to-time.

General

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

drainage control plan.

30. No person (other than Corporation authorized personnel) shall be permitted on any roof or similar or related or connected exterior projection of any building.
31. Any work within a Unit that requires a building permit may not be performed without the approval of the Municipality and prior written consent of the Board which consent may be arbitrarily withheld.

ARTICLE VI: 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 paragraph 4 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 be paid as and when required by

the Board and may be the subject of a lien pursuant to the Act if not paid as and when required by the Board.

ARTICLE VII: PETS

General

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

Permitted Types and Breeds

2. The only pets that can be kept within a Unit, subject to the further limitations set out in this Declaration and/or the Rules, are:
 - a. Domestic dogs and housecats;
 - b. parakeets, budgies, canaries, parrots and birds of that sort;
 - c. small fish and/or turtles kept 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 on this Condominium Plan (Common Elements or 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 Condominium Lands, provided that, upon the Board notifying a Unit Occupant that a determination has been being made with respect to a dog that appears to reside in or visit such Unit, the Board may in its sole discretion give the Unit Occupant an opportunity to challenge such determination by submitting one or the other of:
 - a. a certified pedigree issued by the Canadian Kennel Club that positively identifies the dog in question by tattoo or microchip and confirms that such dog does not have any of such prohibited breeds in its pedigree; or
 - b. a completely unqualified written certificate to the Corporation that states therein the Corporation is entitled to rely on same from a veterinarian that certifies there is no doubt of any nature or kind that:
 - i. the dog examined by the veterinarian is the dog that has been designated by the Board as being a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed;
 - ii. and that such dog is not a member of a prohibited breed or a cross-breed whose lineage includes a prohibited breed.

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

Care and Handling

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

The Board can require any such pet to be removed from the Lands. The pet in question must be permanently removed from the Condominium Plan within fourteen (14) days from the date such order is delivered to a Unit Occupant of the Unit in which such pet resides or visits.

Medically Necessary Exceptions

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

11. The Board has the discretion but not the obligation to permit other pets that might otherwise be prohibited, if the need for such other pet is established by sufficient documentary medical evidence of one or more licensed physicians in the province of Ontario.

ARTICLE VIII: PARKING

General

1. For the purposes of this Article, "motor vehicle" means a regular passenger automobile, motorcycle, van, sport utility vehicle or pick-up truck, and does not include any recreational vehicle, commercial vehicle or equipment.
2. Only motor vehicles that are operable, with a current motor vehicle license and such insurance as is required to permit the operation of that motor vehicle on the highways of Ontario, may be parked or driven anywhere on the Condominium Plan. Without limiting the foregoing, there shall be no vehicles parked in the Condominium Plan, other than as necessary for pickup or delivery of goods, of the type commonly known as a transport truck or of any other vehicle whose primary purpose is the carriage of goods or materials as opposed to the transport of people for non-commercial purposes.
3. Recreational vehicles and/or equipment shall only be parked or stored within the Unit Owner's garage (and the door must be kept closed). No Recreational vehicles and/or equipment shall be parked or stored anywhere else within the Condominium Plan.
4. In the absence of the prior written permission of the Board, the motor vehicle(s) of a Unit Occupant may only be parked in the driveway and/or garage appurtenant to the Unit Occupant's Unit. No motor vehicle may be parked or left on any other portion of the Common Elements by anyone except with the prior written permission of the Board, which permission can be revoked. Written permission can include signage designating parking for certain purposes or persons including permitting parking in areas designated for use by visitors.
5. No part of a motor vehicle, while parked in a private driveway appurtenant to a Unit, shall at any time extend into the Common Elements roadway beyond the boundary of the said driveway.
6. There shall be no parking or storage of derelict vehicles of any kind on or in any Unit or the Common Elements of this Condominium Plan.

Visitor Parking

7. In the absence of the prior written permission of the Board, only bona fide visitors (as determined by the Board in its absolute discretion) to a Unit may use the areas marked for visitor parking, however, in any event, no overnight parking is permitted in any area marked for or designated for visitor parking.

ARTICLE IX: INDEMNITY

General

1. Each Unit Owner shall indemnify the Corporation and as the case may be other Unit Owners against loss, costs, damage or injury caused to the Common Elements or Units because of any act or omission of any Unit Occupant of the said Unit Owner's Unit.
2. A Unit Owner shall also indemnify the Corporation for its legal costs and disbursements (including legal fees on a solicitor and client basis) incurred:
 - a. in effecting compliance by the Unit Owner or any Unit Occupant of the Unit Owner's Unit with the provisions of:
 - i. the Declaration, by-laws, rules and/or the Act;
 - ii. any registered agreements with a Municipality including (without limiting the generality of the foregoing) pursuant to either or both of Sections 41 and 51 of the *Planning Act*, entered by the Declarant and/or any of its predecessors in title;
 - iii. any registered easement(s) and access agreements for the supply of gas, electricity, telephone and cable services to the Corporation entered into by the Declarant and/or any of its predecessors in title;

- iv. any negative restrictive covenant agreements and/or building schemes to which one or more of the units and/or all or part of the Common Elements of this Condominium Plan and/or any of the assets of the Condominium (if any) is subject; and/or
- b. in obtaining advice, reports, opinions or other services of any professional including without limitation a lawyer, public accountant, auditor, engineer or appraiser, on account of the excessive, unreasonable, unmerited, frivolous or vexatious demands or inquiries or other acts or omissions of the Unit Owner or any Unit Occupant or Visitor of the Unit Owner's Unit; and/or
- c. in bringing any court or tribunal application or other legal action involving the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit pursuant to the Act or on account of the provisions of this Declaration; and

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

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

Mediation

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

Damage

5. If damage should occur to 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 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 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.

6. If damage should occur to a Unit, and:
 - a. such damage was not caused by the Corporation or any agent or employee thereof; 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.

7. 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

8. 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 10th day of April, 2015

Warren D. Sinclair Construction Ltd.

Per: 

Name: Warren D. Sinclair

Office: President

I have authority to bind the corporation.

Schedule A

Part of Block 60, Plan 41M-217, designated as Parts 1 and 3 on Reference Plan 41R-9197, Town of Ingersoll, County of Oxford (hereinafter called the "Condominium Lands");

Subject to an easement in favour of Rogers Communications Inc. as in Instrument Number CO125530;

Subject to an easement in gross in favour of County of Oxford as in Instrument Number CO127309;

Subject to an easement in gross in favour of Erie Thames Powerlines as in Instrument Number CO127310;

Reserving a nonexclusive easement in perpetuity in favour of Part of Block 60, Plan 41M-217, designated as Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197, Town of Ingersoll, County of Oxford, upon, over, in, under and across all Common Elements of this Condominium Plan to allow the right of entry, and free and unimpeded right to flow surface waters and storm water flows from Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197;

Reserving a nonexclusive easement in perpetuity in favour of Part of Block 60, Plan 41M-217, designated as Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197, Town of Ingersoll, County of Oxford, upon, over, in, under and across all of the Common Elements of this Condominium Plan to allow the right of entry, and free and unimpeded access at all times for entry thereon for the purposes of the construction, repair, replacement, operation, use and maintenance of common services therein and thereon together with the right to flow fuel (including, without limiting the generality of the foregoing, natural gas), potable water, sewage, electricity, radio, television, internet or other reception or transmission signals through the appropriate common services location therein and thereon;

Reserving a nonexclusive easement in favour of Part of Block 60, Plan 41M-217 Ingersoll, designated as Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197, Town of Ingersoll, County of Oxford, upon, over, in, under and across all of the Common Elements of this Condominium Plan to allow the right of entry, and free and unimpeded access at all times for entry thereon for the purposes of the construction, repair, replacement, operation, use and maintenance of any building, structure, facility, feature or improvement on or proposed to be on Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197;

Reserving a nonexclusive easement in perpetuity in favour of Part of Block 60, Plan 41M-217 Ingersoll, designated as Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197, Town of Ingersoll, County of Oxford, upon, over, in, under and across part of the Common Elements of this Condominium Plan being Part 1 on Reference Plan 41R-9197 to allow the right of entry, and free and unimpeded access at all times to owners, occupants and mortgagees and their successors and assigns (including but not limited to any residents, guests and/or invitees of the Servient Lands) for pedestrian and vehicular access to and from Ingersoll Street North;

Together with an easement in favour of the Condominium Lands upon, over, in, under and across Part of Block 60, Plan 41M-217, designated as Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197, Town of Ingersoll, County of Oxford, to allow the right of entry, and free and unimpeded right to flow surface waters and storm water flows from the Condominium Lands along, on, over, under and through Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197;

Together with an easement in favour of the Condominium Lands upon, over, in, under and across Part of Block 60, Plan 41M-217, designated as Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197, Town of Ingersoll, County of Oxford, to allow the right of entry, and free and unimpeded access at all times for entry thereon for the purposes of the construction, repair, replacement, operation, use and maintenance of common services therein and thereon together with the right to flow fuel (including, without limiting the generality of the foregoing, natural gas), potable water, sewage, electricity, radio, television, internet or other reception or transmission signals through the appropriate common services location therein and thereon; and

Together with an easement in favour of the Condominium Lands upon, over, in, under and across Part of Block 60, Plan 41M-217, designated as Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197, Town of Ingersoll, County of Oxford, to allow the right of entry, and free and unimpeded access at all times for entry thereon for the purposes of the construction, repair, replacement, operation, use and maintenance of any building, structure, facility, feature or improvement on or proposed to be on the Condominium Lands.

Being part of PIN 00176-0515 (LT).

I am the solicitor who is registering this declaration.

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

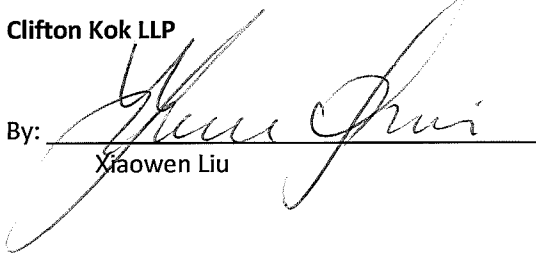
The following is a legal description of the servient lands:

Part of Block 60, Plan 41M-217, designated as Parts 2, 4, 5, 6, 7, 8, and 9 on Reference Plan 41R-9197, Town of Ingersoll, County of Oxford.

Dated the 10th day of April, 2015.

Clifton Kok LLP

By:


Xiaowen Liu

Schedule B**CONSENT**

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

1. **YOUR NEIGHBOURHOOD CREDIT UNION LIMITED** has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number CO116047 in the Land Registry Office for the Land Titles Division of Oxford County (No. 41).
2. **YOUR NEIGHBOURHOOD CREDIT UNION LIMITED** 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. **YOUR NEIGHBOURHOOD CREDIT UNION LIMITED** postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. **YOUR NEIGHBOURHOOD CREDIT UNION LIMITED** is entitled by law to grant this consent and postponement.

Dated this 17 day of Feb, 2015.

YOUR NEIGHBOURHOOD CREDIT UNION LIMITED

Per: 

Name:

Title:

I have authority to bind the Corporation.

Marc Rivard
Director, Commercial Services

Schedule B
(Servient tenement lands)

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

1. **YOUR NEIGHBOURHOOD CREDIT UNION LIMITED** has a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Number CO116047 in the Land Registry Office for the Land Titles Division of Oxford County (No. 41).
2. **YOUR NEIGHBOURHOOD CREDIT UNION LIMITED** 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. **YOUR NEIGHBOURHOOD CREDIT UNION LIMITED** is entitled by law to grant this consent.

Dated this 12 day of Feb, 2015.

YOUR NEIGHBOURHOOD CREDIT UNION LIMITED

Per: 

Name:

Title:

I have authority to bind the Corporation.

Marc Rivard
Director, Commercial Services

Schedule C

UNIT BOUNDARY DESCRIPTION

The Units are bounded by the vertical and horizontal planes referenced to the walls and eaves of the building and monumented by iron bars and standard iron bars and corners and surfaces of the building as constructed, and as illustrated on Part 1, Sheet 1 and 2 of the Description filed concurrently herewith.

Each Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 1 and 2 of the Description with respect to the Unit numbers indicated thereon, and are bounded by:

- (a) the backside of drywall on all exterior walls and walls between units;
- (b) the interior face of the concrete walls;
- (c) the exterior surface of all doors and windows providing ingress to and egress from the Unit, including the garage door, and the frames thereof and every glass panel therein;
- (d) the upper surface of the concrete slab foundation floor;
- (e) the lower face and plane of the roof trusses.

The undersigned certifies that the written description of the monuments and boundaries of the units accurately corresponds with the diagrams of the Units shown on Part 1, Sheet 1 and 2 of the Description.

Dated the 10th day of April, 2015

Benedict Raithby Inc.

Per: _____


David J. Raithby, 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**

UNIT	LEVEL	PROPORTIONATE SHARES OF CONTRIBUTIONS TO THE COMMON EXPENSES EXPRESSED AS PERCENTAGES	PROPORTIONATE SHARES OF THE COMMON INTEREST EXPRESSED AS PERCENTAGES
1	1	25.0000	25.0000
2	1	25.0000	25.0000
3	1	25.0000	25.0000
4	1	25.0000	25.0000
Totals		100.0000	100.0000

Schedule E**COMMON EXPENSES**

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

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

Schedule F**EXCLUSIVE USE COMMON ELEMENTS AREAS**

Subject to the provisions of the declaration, the by-laws and rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon for purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas adjacent thereto, the Unit Occupants of the Units as listed below shall have exclusive use of the common elements appurtenant thereto as illustrated in heavy outline on Part 2, Sheet 1 of the Description and listed opposite such Unit as set out below:

UNIT	LEVEL	REAR YARD EXCLUSIVE USE AREA
1	1	1A
2	1	2A
3	1	3A
4	1	4A

Schedule G**CERTIFICATE OF ARCHITECT**(SCHEDULE G TO DECLARATION FOR A STANDARD
OR LEASEHOLD CONDOMINIUM CORPORATION)(under clauses 5(8)(a) or (b) of Ontario Regulation 48/01 or
clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)*Condominium Act, 1998*

I certify that:

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

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

Dated this 17th day of February, 2015

WASYLKO ARCHITECT INC.

Per: 

Mykola Wasylko, B.Arch., OAA, MRAIC

Seal

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