



NESTINGS

LUXURY BUNGALOW LIVING  
SIMCOE • ONTARIO

A PROPOSED  
VACANT LAND CONDOMINIUM PLAN  
BY WARREN D. SINCLAIR CONSTRUCTION LTD.

# **PROPOSED DECLARATION**

Version October 2021

**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.

The registration of this Declaration and its related description will create a Freehold Vacant Land Condominium Corporation to which Part XII 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 *Condominium Act, 1998*.

#### ARTICLE I: INTRODUCTORY

##### Definitions and Interpretation

1. All words in this Declaration that are defined in the Act shall have the meaning ascribed to them in the Act, and:
  - a. “Act” means the *Condominium Act, 1998* and the Regulations pursuant to that Act, each as amended, supplemented or replaced from time to time and any successor legislation, except where the context requires otherwise;
  - b. “Apartment Building Unit” means Unit 63, Level 1 of the Condominium Plan;
  - c. “Apartment Condominium” means a standard or other condominium plan created by registration of a declaration and description in accordance with the Act in and with respect to the Apartment Building Unit, and the condominium corporation created in conjunction therewith as the context may require, and for the purposes of this Declaration the obligations of the Owner of the Apartment Building Unit shall be deemed to be the obligations of the Apartment Condominium once it is created unless otherwise expressly specified herein;
  - d. “Board” means the board of directors of the Corporation;
  - e. “By-law” means a by-law of this Corporation;
  - f. “Condominium Plan” means the lands governed by the Act as a result of the registration against title thereto of this Declaration, the related description, and each (if any) of the amendments made thereto, which lands are more particularly described in Schedule A hereto, as amended from time to time;
  - g. “Corporation” means the condominium corporation created by the said registration of this Declaration and the related description;
  - h. “Declaration” means this declaration as amended from time-to-time;
  - i. “Dwelling” means any building or suite designated as an individual, single-family dwelling located within a Single Dwelling Unit or the Apartment Building Unit;
  - 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. “Occupant” means any person, whether or not a Unit Owner but other than a Visitor, who is regularly residing in a Dwelling;
  - l. “party wall” means any interior wall that is a dividing partition separating two adjoining Units;
  - m. “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;
  - n. “Rule” means a rule of this Corporation;

- o. *"Single Dwelling Unit"* means any of Units 1 through 62, both inclusive, on Level 1 of the Condominium Plan, and the plural thereof shall mean all such Units or as the context requires;
- p. *"Telecommunication Device"* means any signal transmission or signal reception device, or any roof antenna, satellite dish, or any other antenna, exterior tower antenna, or satellite dish antenna for either radio, television, internet or other reception or transmission, or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish, or other transmission or reception device;
- q. *"Unit"* means a unit as defined in the Act and encompasses each of the Single Dwelling Units and the Apartment Building Unit;
- r. *"Unit Owner"* means the owner or owners of a Unit, as does the general term *"Owner"*;
- s. *"Visitor"* shall include, without limiting the ordinary generality of the term, any person who is an invitee, guest or servant of a Unit Occupant, while present on the Condominium Plan; and

the terms "repair" and "maintain" as used herein have, in the first instance, their ordinary meanings except where used in reference to an obligation of a Unit Owner or the Corporation to perform maintenance or repair in respect of a Unit or the common elements or any part(s) thereof. In such instances, the term "repair" shall be understood to mean "repair after damage," and such term, and the term "maintain," shall have the meanings ascribed to them in subsections 162(2) of that version of the Act in effect as at July 1, 2021, until the coming into force of subsections 135(1) and 135(2) of Schedule 1 of the *Protecting Condominium Owners Act, 2015*, S.O. 2015, c.28, which amend the definitions of such terms in relation to the said obligations for condominiums created pursuant to Part XII of the Act.

- 2. Captions and headings with respect to paragraphs, articles and/or subparagraphs of this Declaration do not have any standing and are placed herein for descriptive purposes only and do not affect or in any way vary the plain meaning of the contents of the paragraphs, articles and/or subparagraphs to which they are appurtenant.
- 3. Each use of the masculine, feminine or neuter genders in this Declaration shall be deemed to include the others, and the use of the singular shall be deemed to include the plural, and vice versa, wherever the context so requires.

### **Schedules**

- 4. The consent of any person having a registered mortgage against the Condominium Plan or interests appurtenant to the Condominium Plan is contained in Schedule B.
- 5. The monuments controlling the extent of the Units are the physical boundaries set out in Schedule C and in the description.
- 6. A statement of the proportions, expressed in percentages, of the common interests appurtenant to the Units is set out in Schedule D.
- 7. A statement of the proportions, expressed in percentages allocated to the Units, in which the 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(s) and information as prescribed by Ont.Reg. 48/01 are attached hereto as Schedule G.

### **Addresses**

- 11. The municipal address for the Corporation consists of multiple units on private roads (to be named hereafter) connecting at \_\_\_\_ Rob Blake Way, Simcoe, Ontario.

12. The mailing address of the Corporation is c/o Warren D. Sinclair Construction Ltd., 264 Lawrence Ave., Kitchener, Ontario N2M 1V4.
13. The address for service for the Corporation is c/o Warren D. Sinclair Construction Ltd., 264 Lawrence Ave., Kitchener, Ontario N2M 1V4.

**Provisions required by the Municipal Approval Authority**

14. The following are provisions that Norfolk County, which is one of the entities that comprises the term “Municipality” as used in this document, required be included in this Declaration at the time of registration. They are set out here verbatim. In some cases they repeat provisions otherwise already included elsewhere in this Declaration, or expand upon such other provisions. They are to be read in conjunction with the balance of the Declaration. Terms used in these provisions are to be given their ordinary meanings subject to the Act and where it makes sense in the context should be understood to have the same meanings of the comparable terms that are formally defined under section Section 1 of this Article I.

**a. [to be added as and if required by the Municipality]**

**ARTICLE II: UNITS**

**Provisions Relating to Use and Occupancy**

1. The Dwellings are to be used as single family residential dwellings only; and
  - a. Without limiting the generality of the foregoing, no Dwelling may be used for any commercial purposes by anyone, regardless of whether same are permitted by municipal by-laws, including, without limitation, that 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. no Dwelling may be leased or licensed on a short term or transient basis or used or occupied in the manner of an inn, lodging house, student residence, boarding house, rooming house, “bed & breakfast”, hotel or hostel, or any use substantially similar to any such uses (including hosting through Airbnb or similar type of shared accommodation arrangement), and, for clarity, the foregoing restrictions shall apply notwithstanding the issuance of a license by any Municipality or other relevant authority purporting to permit such use(s).
2. Notwithstanding the foregoing “home offices” are permitted within the Dwellings 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 Occupants of other Dwellings, as reasonably determined by the Board, such that the Board is entitled to prohibit any home offices that violate the foregoing proviso.
3. The foregoing provisions of this Article II do not apply to any Unit owned by the Declarant.
4. No Dwelling shall be occupied or used by anyone whose occupancy or use shall give rise to the possible cancellation of any policy of insurance, despite the fact that such use or occupancy may otherwise be permitted in accordance with this Declaration or any other law. If any proposed or actual use of a Dwelling 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 Dwelling 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 Dwelling is occupied or used by anyone in a way that results in an increased insurance premium cost to the Corporation, the owner of the relevant Unit shall reimburse the Corporation for the amount of the increase, and the increase in premium cost shall be added to the said owner's contribution towards common expenses and therefore can be the subject matter of a lien on account of arrears of common expenses if not paid upon request by the Board.

This provision does not apply to any Dwelling located in a Unit owned by the Declarant.

5. No more than two (2) full- or part-time students at a post-secondary educational institution may at the same time be Occupants of any Dwelling without the express and written consent of the Board, which consent may for any reason be arbitrarily withheld. For the purposes of this provision, a post-secondary educational institution means, without limiting the generality of that term, any educational or training institution that is recognized by the government of Ontario or any of its agencies or by the government of Canada or any of its agencies that, within their respective jurisdictions, is responsible for registering, accrediting, supervising or regulating institutions issuing any post-secondary educational credential (diploma, certificate or degree), which, for clarity, does not include any school the affairs of which are regulated under the *Education Act* of Ontario except with respect to any adult or continuing education programs offered therein. This provision does not apply to any Unit owned by the Declarant and also does not apply in regard to Occupants who are family members of the Owner of the Unit containing the Dwelling.
6. No Unit Owner shall lease, license or otherwise give occupancy (herein, a "tenancy") to a Dwelling to any person (herein, a "tenant") whose occupancy would be contrary to the provisions of this Declaration and (including in the case of short term rentals pursuant to section 1.b.ii of this Article) until such Owner first delivers to the Board at least one week in advance of such proposed tenancy:
  - a. A written statement signed by the Owner representing and warranting that the proposed occupancy by the intended tenant(s) of the Dwelling shall comply in all respects with the conditions and restrictions on occupancy that are set out in this Declaration; and
  - b. an acknowledgement and undertaking signed by the proposed primary tenant containing:
    - i. the legibly printed name(s) of each person who is proposed to occupy the Unit pursuant to such tenancy; and
    - ii. the following statement without omission or amendment:

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

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

This provision does not apply to the Declarant. The deliveries described herein are not required from or with respect to a member of the Unit Owner's own household dwelling with the Owner in a Dwelling located within the Owner's Unit.

7. For clarity and certainty, notwithstanding and upon the creation of the Apartment Condominium, all of the restrictions, conditions and other provisions of this Declaration, the By-laws and the Rules that are stated as being applicable to all Units or Dwellings within this Condominium Plan shall continue to apply to the units of the Apartment Condominium, and it shall be the obligation of the Owner(s) who constitute the declarant thereof, and each of the subsequent owners of the

units therein, to ensure that the declaration, by-laws and rules of the Apartment Condominium remain at all times consistent with this Declaration, the By-laws and the Rules.

### **Unit Components**

8. 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 the Unit but do not service that Unit; and
  - b. except for lateral feeds to and from the Unit, 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 and are located within the Unit boundaries of the Unit.
9. For further clarity and without limiting the generality of the foregoing, the mechanical systems serving a building constructed within the Apartment Building Unit – including but not limited to all elevators, escalators, plumbing, electrical, lighting, ventilation, heating and air-conditioning systems, blowers, compressors, water chillers, boilers, pumps, and generators – as well as all corridors, elevator shafts, lobbies, utility rooms, laundry rooms, recreational rooms and any other facilities designed or designated for common use of the Occupants of the Unit, shall be part of the Unit and shall not form part of the common elements of this Condominium Plan. This provision does not prevent any or all such components of the Apartment Building Unit from being designated common elements of the Apartment Condominium if and when the same is created.
10. 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 and to any Dwelling located therein 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.
11. Any sump pump that is installed at the time of original construction by the Declarant or other builder of a Dwelling within a Unit, as required by any applicable governmental legislation, regulation and/or building or other codes or by the Municipality, and all related pipes, wires, vents, and other equipment shall be deemed to be part of the Unit in or beneath which it is situate. If not initially required at the time of construction of the Unit by any applicable governmental legislation, regulation and/or building or other codes, neither the Declarant, the Board nor the Corporation has any duty to install any sump pump regardless of physical conditions and/or the presence of groundwater.

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

#### **Access by Declarant**

1. The Declarant is entitled to complete all buildings and all improvements to the Condominium Plan and any Unit therein, display signage on the common elements, maintain Units and/or any Dwellings located therein as models for display, sale and/or rental purposes, to have potential purchasers and tenants visit any Unit owned by the Declarant (including viewing the common elements and passing across same), and otherwise maintain construction offices, displays and signs on the common elements and in the Units owned by the Declarant, and it and its agents and employees are granted the right to enter onto all portions of the Condominium Plan for all such and related purposes until all Units in the Condominium Plan have been sold and conveyed by the Declarant and until the Declarant has completed all of its work with respect to the Condominium Plan including all intended phases thereof. In addition, the Declarant can designate up to six common elements parking spaces in various locations for its exclusive use and display signage for same for any purpose it chooses until all Single Dwelling 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 at all times while the Declarant owns any of the Units within the Condominium Plan.

#### **Access by Corporation**

2. 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. This provision shall cease to apply with respect to the Apartment Building Unit upon creation of the Apartment Condominium.
3. In addition to rights of access by the Corporation under the Act, a person authorized by the Corporation may enter any Unit or any Dwelling therein 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 a building within a Unit and the security codes required to deactivate all alarms for the Unit or any Dwelling therein 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. The provisions of this paragraph shall cease to apply with respect to the Apartment Building Unit upon creation of the Apartment Condominium, provided that the board of directors of the Apartment Condominium exercises and fulfills its comparable rights and obligations with respect to the care of the units and common elements that comprise it within a reasonable time of any issue of concern arising in the reasonable opinion of the Board.

#### **Access by Others**

4. Each Unit and the common elements are subject to a right of access in favour of the Declarant, every builder of a Dwelling within a Unit, the Corporation, the Municipality, utility companies servicing the Condominium Plan, and other Unit Occupants, to permit entry by persons, equipment, machinery and workers as is reasonably required to do work with respect to such Unit, other Units or the common elements generally. Each Unit and all of the common elements are also subject to a right of entry and access in favour of the Corporation, of all utility companies and companies that supply television and/or telephone facilities (including, without limiting the generality of the foregoing, 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. The rights of access set out in this paragraph may be modified with respect to the Apartment Building Unit by the declaration of the Apartment Condominium if and when created and such duly made modifications shall not be considered to be a breach of this paragraph.

#### ARTICLE IV: ALTERATIONS

##### Alterations – Single Dwelling Units

1. Except with the prior express written consent of the Board and the Declarant (while it owns any Unit) or as otherwise permitted in this Declaration or the Rules:
  - a. Nothing is permitted to be placed, left, installed, situate or otherwise be in the common elements or the exterior portions of any Single Dwelling Unit (which, for clarity, includes the exterior building envelope and other related components of the structure surrounding the Dwelling constructed within the Unit);
  - b. no maintenance, signage, addition, alteration, repair, renovation, improvement, painting or staining that affects the appearance of any part of a Single Dwelling Unit that can be seen from any abutting street or from any other Unit and/or from the common elements is permitted;
  - c. specifically and without limiting the generality of the foregoing, no hot tub or other thing which may or does contain a substantial quantity water is allowed anywhere on the exterior portion of any Single Dwelling Unit or in the common elements;

which consent:

- i. neither the Board nor the Declarant is required to provide; and
  - ii. if given can be revoked without reason or explanation; and
  - iii. may be subject to such conditions and/or criteria as the Board or Declarant (while it owns any Unit), as the case may be, deems or determines is appropriate in its absolute discretion, including without limiting the generality of the foregoing a requirement that the Unit Owner making the request pay a security deposit and/or execute a waiver or indemnity in a form acceptable to the Board or Declarant (while it owns any Unit), 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.
2. No one shall do or cause to be done any construction, or make any change, within or to a Unit that would violate any applicable Building Codes, property standards or building regulations, or that is contrary in any way to any building scheme, covenants or restrictions established by the Declarant, as set out in this Declaration or otherwise registered on title, set out in an agreement, or brought to the attention of the person by any other means.
3. No addition or alteration to the common elements or any Unit (including the construction of any structure(s) thereon) is permitted that would have any impact on the stormwater management facility or plan applicable to the Condominium Plan or neighbouring lands unless such addition or alteration has received the prior written approval of the Board and the government or governmental authority having jurisdiction.
4. Notwithstanding any other permission or consent granted by the Board or Declarant or the fulfillment of any other requirements or criteria under this Declaration or the Act:



- a. No one shall do anything (including any maintenance or repair) or make any change with respect to any part of the roof structure of a building within a Single Dwelling Unit both above and below the plywood sub roof sheathing, or to a load bearing wall, or to a party wall or any other load bearing component within a Single Dwelling Unit, unless he or she has first submitted to the Declarant (while it owns any Unit) and the Board an engineer's certificate addressed to the Corporation confirming, to the Declarant's (if applicable) and Board's satisfaction, in its sole and exclusive discretion, that the proposed action will not reduce the load bearing capacity of the said roof, roof structure, wall or such other load bearing component
- b. no fence (other than a fence placed by the Declarant), nor any extension of or addition to any 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 a Single Dwelling Unit or on the common elements of the Condominium Plan without the prior express written consent of the Declarant, while it owns any Unit, and thereafter the Board;
- c. any 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 may only be installed within a Single Dwelling Unit and not upon the common elements, and must be installed and used in a manner so as to ensure that there are no impediments to safety, including, but not limited to, impediments to access to or egress from the Dwelling within the Unit, and so as to be useable by a person, standing directly on the ground, or standing on a deck or other fixed platform accessed directly from the ground floor of the Dwelling, provided the deck or fixed platform is no higher than the floor level of the ground floor of the Dwelling, or standing on a step-stool or similar device placed either directly on the ground or on a deck or other fixed platform accessed directly from the ground floor of the Dwelling, provided the deck or fixed platform is no higher than the floor level of the ground floor, and must at all times be kept in a good and proper state of repair and appearance by the Unit Owner responsible for the same in accordance with criteria as to state of repair, appearance and specifications established from time to time by the Declarant, while it owns any Unit, and thereafter the Board;
- d. no Telecommunication Device shall be erected, fixed, rest by its own weight or otherwise, hang or otherwise be located so as to be visible anywhere on the common elements or within a Single Dwelling Unit, or any building or structure thereon, or present or visible from any abutting street or any other Unit or common elements, except such as are designed, installed and located in accordance with criteria established by the the Declarant, while it owns any Unit, and thereafter the Board;
- e. no window air-conditioning unit is permitted to be installed in any Single Dwelling Unit. No air-conditioning unit nor heat pump nor similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with a Single Dwelling Unit (all of which are collectively referred to herein as "AC equipment") is permitted save and except AC equipment that has been pre-approved in writing by the Board. In the absence of reasonable grounds to refuse same the Board shall approve applications for the foregoing. The external elements and components of any such AC equipment may only be located in an area of the Unit approved by the Board or the Declarant (while it owns any 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 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.

Any consent granted in relation to any of the foregoing items shall not constitute permission for any further such item.

**Alterations – The Apartment Building Unit**

5. The Owner of the Apartment Building Unit is entitled to construct any structure upon the Unit subject to the following requirements:

- a. The Owner shall ensure that all construction work on the Unit shall be performed in a good and workmanlike manner and during construction the Unit Owner shall take all reasonable steps to ensure that the use made by other Unit Owners and/or the Corporation of the other Units and Common Elements will not be unduly or unreasonably altered, disturbed or interfered with by such construction.
- b. The Unit Owner shall be responsible for and shall indemnify and save the Corporation and all other Units' Occupants harmless from any damage to persons or property arising out of such construction work, whether by negligence or otherwise, including (without limiting the generality of the foregoing) that the Unit Owner shall replace, at its own cost, any soil, turf, asphalt, curbs, sidewalks, driveways, paved areas, poles, asphalt, retaining walls, gardens, fences or other surface material or structure removed in connection with any of the work subject to any express agreement with the Corporation to the contrary.
- c. The Unit Owner will maintain a policy of general liability insurance in respect of personal injury or property damage arising from the construction work in an amount reasonably determined by the Board to be adequate, and such insurance policy shall add the Corporation as an additional insured.
- d. If a construction lien is registered against the Unit or any part of the Condominium Plan as a result of the construction, the Owner(s) having contracted for the subject work shall immediately remove the lien, failing which the Corporation may, at its option, obtain a discharge of the lien by:
  - i. paying the amount claimed under the lien into court;
  - ii. posting a bond; or
  - iii. any other method available to it;

and any such payment and other costs incurred by the Corporation in so doing (including all legal fees, charges and disbursements and applicable taxes) will be borne solely by the Unit Owner and paid upon request by the Board.

The foregoing provisions do not apply to the owners of units within the Apartment Condominium, once it is created. However, the Owner of the Apartment Building Unit that is declarant of the Apartment Condominium is entitled to do all such work as, in the reasonable opinion of the Unit Owner, is necessary or appropriate to complete, repair and maintain, as the case may be, all buildings and all improvements to the Unit even after registration of the Apartment Condominium.

6. No clotheslines, clothes trees, goods and technologies that have a purpose that is the same as a clothesline or clothes tree, may be installed within the Apartment Building Unit, including not for use on any balcony or patio appurtenant to a Dwelling therein. A free-standing clothes tree or similar device that is not affixed to the building or land may be placed on a balcony or patio of a Dwelling therein, if permitted by the Owner of the Unit or the board of directors and governing documents of the Apartment Condominium, as the case may be. Any such clothes tree or other devices must be used in a manner so as to ensure that there are no impediments to safety, including, but not limited to, impediments to access to or egress from any Dwelling within the Unit, and so as to be useable by a person, standing directly on the ground or deck or patio in question, and must at all times be kept in a good and proper state of repair and appearance by the Occupant responsible for the same in accordance with criteria as to state of repair, appearance and specifications established from time to time by the Owner of the Unit or the declarant or board of directors of the Apartment Condominium, as the case may be.
7. No Telecommunication Device shall be erected, fixed, rest by its own weight or otherwise, hang or otherwise be located so as to be visible anywhere on the common elements or within a Single Dwelling Unit, or any building or structure thereon, or present or visible from any abutting street or any other Unit or common elements, except such as are designed, installed and located in accordance with criteria established by the the Declarant, while it owns any Unit, and thereafter the Board;

#### **Other Installations, Additions and Alterations**

8. No person shall install, fix, hang or otherwise place window or glass door coverings of any type in any Dwelling 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.

#### ARTICLE V: MAINTENANCE AND REPAIRS

##### Units, Generally

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

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

3. As cool temperatures in a Dwelling can:
  - a. cause heat loss to nearby Dwelling;
  - 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 any Dwelling within 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.

##### Single Dwelling Units

4. Any work within a Single Dwelling Unit that requires a building permit may not be performed without the approval of the Municipality and prior written consent of the Declarant while it owns any Unit, and thereafter of the Board, which consent may be arbitrarily withheld.
5. No Owner of a Single Dwelling Unit shall perform any repair, removal or make any other change to or affecting a party wall without first obtaining consent of the Board in writing and then only upon such conditions as the Board, acting reasonably, may impose.
6. If the Corporation carries out any repair to more than one Single Dwelling Unit due to failure by the Owners of such Units to carry out such Owners' repair obligation within a reasonable time after damage occurs, the Corporation shall have absolute discretion to apportion the cost of such repair amongst the Units as it deems reasonable, which apportioned cost shall be added to each Unit's contribution to the common expenses in accordance with the Act.

7. Each Unit Owner of a Single Dwelling Unit is hereby deemed to have contracted with the Corporation to have the Corporation or its contractor perform grass cutting on lawns located within their Units, the frequency and manner of which shall be determined by the Board in its sole discretion from time to time. The costs of these services shall be assessed by the Corporation and allocated to each Unit Owner in accordance with the proportionate shares of common expenses set out in this Declaration, and shall be paid by the Owners along with payment of such common expenses, and, if unpaid as and when due, shall for all purposes be deemed to be additional common expenses payable by the Owner and which are in arrears from the due date for the payment thereof.
8. The Corporation shall not be required to perform any of the services set out in the foregoing provision if the lawn area is obstructed to any extent that, in the sole and exclusive opinion of the Board, would render such work dangerous, impossible or otherwise difficult to perform, or that would increase the time and/or cost incurred to complete such services in a proper and professional manner. The Corporation shall not be required to perform lawn maintenance services in any portion of a Unit where the Owner thereof has installed permitted landscape features, gardens or other plantings, and the Corporation shall not be responsible for the care thereof unless otherwise privately agreed to between the Corporation and the Owner of the Unit in question.
9. Notwithstanding the foregoing, each Owner of a Single Dwelling Unit must maintain and keep the exterior and yard areas of such Owner's Unit, including all decks and/or patios and porches therein, in a neat and tidy condition as required by the Board, and:
  - a. Nothing may be stored in any front, rear or side yards, if any, or on the porches or decks or patios of a Unit, other than seasonal furniture or other decorative items permitted by the Board and located on a rear deck and/or patio, which the Board may require to be taken inside the Unit in the off-season;
  - b. one barbeque that is in good operating condition may be kept, and (subject to applicable by-laws or regulations of the Municipality) made use of, on the rear yard, deck and/or patio of a Unit throughout the year, or as otherwise permitted by the Board; and
  - c. each Unit Owner is responsible for maintenance and repair of any gardens, plantings and landscaping located in the front, rear, or side yard, if any, areas of such Owner's Unit, that are permitted by the Board to be made pursuant to the provisions of this Declaration and the Act;
  - d. Unit Occupants are responsible for the removal of ice and snow from the porches and walkways of to their own respective Units, and from any driveway.

#### **The Apartment Building Unit**

10. All work with respect to lawn care, landscaping, snow and ice removal, and other property maintenance within the Apartment Building Unit is the responsibility of the Owner thereof and the Corporation shall not be required to perform any such services for the Apartment Building Unit as are provided by it to the Single Dwelling Units.
11. The Owner of the Apartment Building Unit is responsible to ensure that nothing is stored in any yard areas, if any, or on the balconies or patios appurtenant to a Dwelling within the Unit, other than seasonal furniture or other decorative items permitted by the Board (and by the board of directors of the Apartment Condominium, if any), which the Board may require to be taken inside the Dwelling in the off-season.

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

12. Each Dwelling situated within any Unit shall be equipped at all times by the Owners thereof 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 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, as applicable, (the forgoing 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 Occupants' insurers from time-to-time.

13. Each Owner must effect such repairs, replacements and maintenance in respect of such Owner's Unit's electrical systems, plumbing mechanisms and systems, water using appliances, 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 forgoing 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.
14. Each 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.
15. The Board has the right to cause periodic inspections of any or all Units as may be required to confirm any of the foregoing. Such persons as are designated by the Board to perform such inspections are permitted entry to any and all Units from time-to-time on at least forty-eight (48) hours' prior notice given to the Owner except in the case of emergency as reasonably determined by the Board, in which case immediate entry may be obtained. The Owner is obligated to provide notice to the Occupants of the Unit at least twenty-four (24) hours prior to the said entry. 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 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. Notwithstanding the provisions of this paragraph, the Board shall not conduct any such inspection of the Apartment Building Unit if the Owner thereof or the Apartment Condominium, as the case may be, provides clear, written evidence certifying that the said Owner or the Apartment Condominium has already conducted such inspections as are required or prudent and that no deficiencies, defects or other problems were identified or remain unresolved. The Board has the right to request such evidence from time to time, acting reasonably.
16. 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;

but will not perform such work with respect to the Apartment Building Unit if provided with written evidence of the Owner thereof or the Apartment Condominium, as the case may be, that such work has been or is being carried out and the work is performed to the satisfaction of the Board, acting reasonably; and, if any such work is done with respect to any Unit, 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

#### **Provisions Relating to Sump Pumps**

17. The 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.
18. 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 twenty-four (24) hours' written notice (or no notice in case of an emergency) to any Occupant of the Dwelling in question, to the area within any Dwelling 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 Dwelling, 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 Owner of the Unit containing the Dwelling, and if not paid when required by the Board such costs shall be added to the said Owner's contribution towards common expenses. Each Owner shall keep the sump pit located in such Owner's Unit free and clear of debris at all times, keep the immediate space and area around the pump mechanism piping and wiring open and free and clear of all objects and not enclose or build in the pump mechanism piping and wiring in any manner.

**Common Elements**

19. Subject to the further and other provisions of this Declaration, the Corporation shall maintain and repair all of the common elements of this Condominium Plan, including (without limiting the generality of the foregoing) maintaining lawns and garden areas (including, without limitation, cutting grass and watering lawns, the frequency and manner of which shall be determined by the Board in its sole discretion from time to time), and remove snow and ice from roadways and walkways within the common elements, in accordance with the property standards established by the Municipality and such additional standards as may be established by the Corporation from time to time.
20. In addition, prior to the time that construction on the Apartment Building Unit of one or more dwellings or other structures, other than roads and/or parking areas, commences by the Owner thereof, any roadway located thereon shall be available for passage over by the Occupants of the Single Dwelling Units, who are hereby granted a temporary and non-exclusive right of way for that purpose. During such time and in consideration therefor, the Corporation shall be responsible for snow and ice removal and the general tidiness of such roadway, and shall indemnify the Owner of the Apartment Building Unit in the event of any damage to the Unit arising on account of such right of way. Such obligations shall cease upon the commencement of any construction as described above on the Apartment Building Unit. Further and for clarity, if and when the Apartment Condominium is registered, its common elements shall not constitute common elements of this Condominium Plan and will not be the responsibility of the Corporation to maintain or repair.
21. If the asphalt or other hard surface area of any common elements area is damaged or in need of maintenance or repair because of the act or omission of any Unit Occupant or Visitor, the Unit Owner of the Unit in which the Unit Occupant resides or the Visitor has visited shall pay the costs of the maintenance or repair in question with such expense being deemed to be a common expense for which the Unit Owner in question is solely responsible.

**Garbage and Recycling**

22. Garbage and recycling must be put out at such times and locations as may be designated by the Board from time-to-time.
23. 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.
24. All garbage shall be kept by Occupants of Single Dwelling Homes inside the Dwelling within their Unit until the pickup days designated by the Board from time-to-time and shall not be left outside overnight.
25. 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**

26. All of the Condominium Plan, whether Unit or common elements, shall at all times be maintained by the party responsible for such maintenance in such manner as to comply with any applicable site plan, landscape plan or tree management plan approved by the Municipality. It shall be the duty of the Corporation to comply with and ensure and enforce compliance by Unit Occupants with the applicable provisions of all applicable site plan and other agreements entered into pursuant to the *Planning Act*, and all Municipality approved stormwater management facility, grading and drainage and landscape plans.

**ARTICLE VI: UTILITIES****Metering**

1. It is intended that electricity, water and/or every other utility supplied to a Single Dwelling Unit shall be separately metered for such Unit, such that the costs thereof are to be paid by the Owner

of the Unit to which the same are supplied and do not form part of the common expenses or budget of the Corporation.

2. It is also intended that the Apartment Building Unit shall be separately metered with respect to the whole of the Unit and that the Owner thereof shall be solely responsible for all costs associated with its utility services and the same do not form part of the common expenses or budget of the Corporation, regardless of whether the services being provided to the Dwellings therein are separately metered.
3. All costs associated with utility services supplied to the common elements, if any, shall be common expenses.
4. If at any time any utility service supplied to the Single Dwelling 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.
  - b. 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.
  - c. 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.
  - d. Interest will accrue on arrears of monies owing for such utility service usage at the same rate as interest accrues on arrears of common expense payments.

#### **Payment by Corporation**

5. 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 Dwelling in 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 the Units, subject to the further limitations set out in this Declaration and/or the Rules, are:
  - a. domesticated dogs weighing 34 kilograms or less per Unit;
  - b. domesticated felines typically referred to as “housecats”;
  - c. parakeets, budgies, canaries, parrots and birds of that sort;
  - d. small fish and/or turtles kept in one or more aquariums the total volume of which does not exceed 120 liters;
  - e. usual children’s pets, such as, for example only, gerbils, hamsters, rabbits and guinea pigs, in such numbers and subject to such other restrictions as may be prescribed by the Board from time-to-time; and

except as stated herein, no animal, bird, insect or reptile, whether or not considered a pet, may be kept anywhere within this Condominium Plan. The Board is entitled to establish by resolution from time to time one or more lists identifying types of permitted or non-permitted pets consistent with the foregoing and further provisions of this Declaration and the Rules.

3. At no time shall there be more than two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat, kept in a Dwelling. An exception to this provision is made for the situation where a Visitor’s pet dog or cat attends at a Unit in which there already reside either two dogs, two cats, or a cat and a dog, provided such visit does not extend over the period of one day.
4. Nothing in the foregoing provisions shall prevent the Apartment Condominium, if and when created, from establishing more restrictive provisions with respect to pets kept in Dwellings within the Apartment Building Unit.
5. 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 Occupants, there shall be no dog allowed anywhere on this Condominium Plan of, or which are a cross including one or more of, the following breeds or types: any dog type banned by municipal or provincial authority; any sort of guard dog or dog originally bred for fighting or such other breed as the Board may determine from time-to-time. In addition, no dog which appears, in the opinion of the Board to be aggressive or threatening or to be acting aggressively or in any sort of a threatening manner is allowed on this Condominium Plan. It is within the Board’s uncontrolled and absolute discretion to determine what breeds and what specific dogs are not permitted on this Condominium Plan, which discretion is not subject to being explained or questioned.
6. The Board has the absolute jurisdiction and authority to determine if any dog is a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed and to require the permanent removal of such dog from the Condominium Plan, provided that, upon the Board notifying an 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 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 the 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**

7. Pets must be accompanied by an Occupant and, in the case of any dog or cat, be kept on a leash held by a person, and in the case of all other pets contained or restrained in the manner usually employed to carry or transport such pet, and in all cases be kept under reasonable control when not present in such pet's owner's Dwelling so as to not be a nuisance or cause irritation to other Owners and/or Occupants.
8. 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 Owner of the Unit containing the Dwelling 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 Owner is solely responsible.
9. It is the responsibility of each Owner to ensure that no pet being kept within such Owner's Unit causes any disturbance or nuisance including, without limitation, excessive noise or offensive odour.

#### **Order for Removal**

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

The Board can require any such pet to be removed from the Condominium Plan. The pet in question must be removed from the Condominium Plan within fourteen (14) days from the date such order is delivered to an Occupant of the Dwelling in or in connection with which such pet resides or visits, subject to the discretion of the Board to demand a shorter time period for removal where the pet in question is considered dangerous or its presence gives rise to a risk of property damage or personal injury to any person.

#### **Medically Necessary Exceptions**

11. 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 an 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.

12. 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 Occupant.
13. 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. Subject to the further provisions hereof, and with respect to the Single Dwelling Units only, Recreational Vehicles and/or equipment shall only be parked or stored within the garage (with the door kept closed) of the Dwelling within the Unit. No Recreational vehicles and/or equipment shall be parked or stored anywhere else within the Condominium Plan save and except that Recreational Vehicles may be kept in a Unit of a Single Dwelling Unit driveway temporarily for up to a maximum of ten (10) successive calendar days if needed for the purposes of maintenance, cleaning or repair, and may be kept in any parking area of the Apartment Building Unit subject to the rules relating thereto as established by the Apartment Building Unit Owner or the Apartment Condominium as the case may be.
4. In the absence of the prior written permission of the Board, the motor vehicle(s) of an Occupant of a Single Dwelling Unit may only be parked in the driveway and/or garage of the Unit Occupant's Unit, and the motor vehicle(s) of the Occupant of a Dwelling in the Apartment Building Unit may be parking in any parking area of the Apartment Building Unit subject to the rules relating to parking therein as established by the Apartment Building Unit Owner or the Apartment Condominium as the case may be. No motor vehicle may be parked or left on any other portion of the common elements by anyone except with the prior written permission of the Board, which permission can be revoked. Written permission can include signage designating parking for certain purposes or persons including permitting parking in areas designated for use by visitors.
5. No part of a motor vehicle, while parked in a private driveway of a Single Dwelling Unit or a permitted parking area within the Apartment Building 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.
7. None of the foregoing provisions shall operate to prohibit construction vehicles of the Declarant from being present on the condominium plan while any Unit or any Dwelling within a Unit is under construction.

##### **Visitor Parking**

8. The Board may designate any common elements parking spaces, if there are any, for use exclusively for Visitor parking. Such designation may be evidenced by signage or other form of written notification to Owners. Occupants' vehicles are not permitted to be parked in any common elements parking space designated for Visitor parking. Visitors to a Single Dwelling Unit

are otherwise entitled to park in the driveway or garage of the Unit being visited, subject to the rights of the Occupants thereof. Visitors to the Apartment Building Unit may park in the parking area within that Unit, subject to the rules relating to parking therein as established by the Apartment Building Unit Owner or the Apartment Condominium as the case may be. Visitors shall be required to comply with applicable Municipality parking rules and regulations as well as the Rules.

#### ARTICLE IX: INDEMNITY

##### General

1. Subject to the application of any other provision of this Article IX, each Owner shall indemnify the Corporation and as the case may be other Owners against loss, costs, damage or injury caused to the common elements or any Unit because of any act or omission of any Occupant of the said Owner's Unit. Without limiting the generality of the foregoing, each Owner shall indemnify to Corporation with respect to any expense incurred by the Corporation on account of a breach or other act or omission by the Owner or any Occupant of the Owner's Unit relating to any provisions of this Declaration, the By-laws or Rules pertaining to parking, vehicles, pets and/or storage.
2. Other than amounts that the Corporation is entitled to collect on account of an order for costs or damages obtained pursuant to section 134(5) of the Act, which shall be added to the common expenses payable by the Owner in accordance with that provision, each 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 Owner or any Occupant of the 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 Owner or any Occupant or Visitor of the Owner's Unit; and/or
  - c. in bringing or defending any court or tribunal application or other legal action in which the Owner and/or an Occupant of the Owner's Unit is an opposing party, or in participating, such as in the role of an intervenor or other third party status, in any proceeding involving the Owner and/or an Occupant of the Owner's Unit, other than a proceeding in which, at the conclusion thereof, the claim or defense of the Corporation is determined not to succeed; and

for the purposes of sub-clause b of this paragraph, the Board has the unfettered discretion, acting reasonably, to determine whether the demands or inquiries or other acts or omissions of a Unit Owner or any guest or occupant of the Unit Owner's Unit are excessive, unreasonable, unmerited, frivolous or vexatious, and to determine the amount of its costs of the applicable professional's services that should be attributed to the Unit Owner's account.
3. Each Owner is responsible for the indemnities set out in this Article IX even if the Owner is not in possession of the Unit but has leased the same or granted any other right of occupation with respect to same and notwithstanding the owner of the unit shall be required to pay in accordance

with the foregoing notwithstanding any claim such owner has or may have against any third party to be compensated therefor, which third party liability shall be an matter solely between the said owner and such third party and the Corporation shall have no obligation to be involved in any respect therewith

**Mediation**

- 4. In the event of mediation involving the Corporation and an Owner, including any negotiation or mediation conducted under the authority or jurisdiction of the Condominium Authority Tribunal, if the mediator or a settlement agreement pertaining to the mediation (hereinafter, a "settlement agreement") requires that all or part of the costs of such mediation or any other amounts are the responsibility of the Owner to pay to any party other than the Corporation, such amounts may be paid by the Corporation on behalf of the Owner in the absolute discretion of the Board.
- 5. Any amounts payable by the Owner to the Corporation pursuant to a settlement agreement, as well as any amounts paid by the Corporation in accordance with the preceding paragraph, shall be added to the common expenses payable for the Owner's Unit. The Board shall send written notice to the Owner advising that the amount owing and/or that has been paid and specify a time for payment and/or reimbursement thereof (as the case may be) by the Owner to the Corporation, and if the same is not paid by the time so specified the total amount thereof shall be considered and for all purposes be common expenses in arrears owing on account of such Owner's Unit as of the date on which such payment was due.

**Damage**

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

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

- 7. With respect to any obligation of an 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**WARREN D. SINCLAIR CONSTRUCTION LTD.**

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

Name:

Office:

I have authority to bind the corporation.

**Schedule A**

PT LT 16-17 CON GORE WOODHOUSE PT 1 & 2 37R9515; T/W NR602508; AND PT LT 17 CON GORE WOODHOUSE PT 1, 2 37R10116; NORFOLK COUNTY;

RESERVING...

SUBJECT TO...

TOGETHER WITH...

***Such easements as are registered or required by the development approval authority or otherwise needed for the purposes of the development shall be set out herein prior to registration.***

Being all of PINs 50221-0252 (LT) and 50221-0260 (LT)

I am the solicitor who is registering this declaration.

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

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

**CLIFTON KOK LLP**

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

Schedule B

CONSENT

***A consent of this kind will be included for each mortgage that is registered on title at the time of registration of this declaration.***

1. \_\_\_\_\_ has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number \_\_\_\_\_ in the Land Registry Office for the Land Titles Division of Norfolk County (No. 37).
2. \_\_\_\_\_ 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. \_\_\_\_\_ postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. \_\_\_\_\_ is entitled by law to grant this consent and postponement.

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

**[CHARGE]**

Per:

\_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation.

Schedule C

UNIT BOUNDARY DESCRIPTION

The boundaries of the Units are controlled by the monuments illustrated on Part 1, Sheet(s) \_\_\_ of the Description filed concurrently herewith. Each unit shall comprise the areas within the heavy lines shown on the said Sheet. The Units have no upper or lower limitations.

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

[SURVEYOR]

Per: \_\_\_\_\_  
[NAME], OLS, CLS, OLIP

*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 in 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**

*It is intended that the Single Dwelling Units will contribute to the common expenses and possess shares of the common interest in equal proportions.*

*The Apartment Dwelling Unit’s share of the common expenses and common interest is proposed to be roughly proportionate to the anticipated use that residents of the Apartment Dwelling Unit will make of the common elements and services once an apartment building is constructed on the Unit.*

*Notwithstanding the following table, no contributions to the common expenses shall be payable:*

- 1. On account of the Apartment Building Unit until an apartment building is constructed on the Unit and the dwellings therein have begun to be occupied by the owners thereof, tenants paying rent therefor, or arm’s length purchasers thereof who are paying occupancy fees in accordance with section 80(4) of the Act; and*
- 2. by the Declarant on account of any Unit prior to the earlier of:*
  - (a) The date on which the dwelling within such Unit commences to be occupied by a tenant paying rent therefor or by an arm’s length purchaser thereof paying an occupancy fee in accordance with section 80(4) of the Act; and*
  - (b) the date on which title to such Unit has been transferred to an arm’s length purchaser for value and a dwelling is both constructed and occupiable on such Unit.*

*The proportion of the common expenses that would otherwise be attributable to the affected Unit(s) shall, during that period, be shared equally amongst all of the other Units that are either occupied or conveyed as described in clauses 1 and 2 above.*

*Once all Units are occupied and/or conveyed as aforesaid, common expense contributions for the Units shall be allocated in accordance with the following table:*

UNITS (ALL ON LEVEL 1)	PROPORTIONATE SHARES OF CONTRIBUTIONS TO THE COMMON EXPENSES EXPRESSED AS PERCENTAGES	PROPORTIONATE SHARES OF THE COMMON INTEREST EXPRESSED AS PERCENTAGES	TOTALS
Units 1 through 32 (both inclusive), 35 through 55 (both inclusive) and 58 through 62 (both inclusive)	1.370967742 (per unit)	1.370967742 (per unit)	<b>79.516129036</b>
Units 33, 34, 56, and 57	1.370967741 (per unit)	1.370967741 (per unit)	<b>5.483870964</b>
Unit 63	15.000000000	15.000000000	<b>15.000000000</b>
			<b>100.000000000</b>

*For clarity, the common interest is always proportionately shared as set out in the table above irrespective of any sale or occupancy of a Unit.*

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

“Common Expense” means any expense 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 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 Owner(s) which are due upon written demand for payment being made by the Board.

**Schedule F**

**EXCLUSIVE USE COMMON ELEMENTS AREAS**

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

**Schedule G**

**STATEMENT OF DECLARANT**

We confirm that the completion certificates of the engineer regarding the buildings, structures, facilities and services included in the Common Elements will be included in an amendment to the description.

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

**WARREN D. SINCLAIR CONSTRUCTION LTD.**

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

Name:

Office:

I have authority to bind the corporation.

**Schedule G**

**STATEMENT OF MUNICIPALITY**

We hereby confirm that bond or other security has been posted with The Corporation of Norfolk County in respect of the proposed vacant land condominium at Multiple Units at Rob Blake Way, Simcoe, Ontario, legally described as Part Lots 16 and 17, Concession Gore Woodhouses, Parts 1 and 2, Plan 37R-9515 and Parts 1 and 2, Plan 37R-10116, County of Norfolk, and that the said security is sufficient to ensure that:

1. The buildings and structures that the Declaration and Description show are included in the common elements will be completed and installed in accordance with the regulations made under the Act;
2. the facilities and services that the Declaration and Description show are included in the common elements will be installed and provided in accordance with the regulations made under the Act; and
3. the items described in clause 158(3) (b) of the Act will be included in an amendment to the description.

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

**THE CORPORATION OF NORFOLK COUNTY**

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

**Name:**

**Office:**

I have authority to bind the corporation.

**Schedule H****LIST OF ITEMS INCLUDED IN THE COMMON ELEMENTS***Condominium Act, 1998*

The following items constitute all of the buildings, structures, facilities and services that are included in the common elements:

**Buildings and Structures**

1. Community entrance sign (concrete with stone cladding) and appurtenant landscaping;
2. Community garden planters (concrete) and appurtenant landscaping;
3. Roadway (asphalt), curbs and streetlights.

**Facilities and Services**

1. Sanitary pumping station;
2. Fire hydrants;
3. Watermains and related appurtenances;
4. Storm sewers and related appurtenances;
5. Electrical distribution system and related appurtenances, including EV chargers in visitor parking areas.