

OFFICE SCHEDULE

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CERTIFICATE OF RECEIPT
OXFORD No. 41 (WOODSTOCK)

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Jeff Hilbert
Land Registrar

DECLARATION

CONDOMINIUM ACT, 1998

OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119

NEW PROPERTY IDENTIFIER'S BLOCK 00413

RECENTLY : 00165-0521 and 00165-0535

DECLARANT : SIFTON PROPERTIES LIMITED

SOLICITOR : Ronald Delanghe

ADDRESS: P.O. Box 2335, Station "A"
80 Dufferin Ave.
London, Ontario
N6A 4G4

PHONE: 519-672-4131 **FAX:**

No. OF UNITS 25

FEES : \$73.90 + (\$5.00 x 25) = \$198.90

**DECLARATION MADE PURSUANT TO THE
CONDOMINIUM ACT, 1998**

THIS DECLARATION made this 14 day of *December*, 20 *16* (hereinafter called the "Declaration") pursuant to the provisions of the *Condominium Act, 1998*, as amended, and the regulations enacted thereunder (all of which are hereinafter referred to as the "Act"), by:

**SIFTON PROPERTIES LIMITED
(hereinafter called the "Declarant")**

WHEREAS the Declarant is the owner in fee simple of the lands and premises more particularly described in Schedule "A" (the "Property"), and in the description (the "Description") submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS this condominium (the "Condominium") is a freehold condominium plan that is a vacant land condominium plan;

AND WHEREAS the Property was developed for twenty-five (25) condominium units (the "Units", each a "Unit");

AND WHEREAS the Declarant intends that the Property and the buildings to be constructed thereon and interests appurtenant to the Property be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

**ARTICLE 1
INTRODUCTION**

1.1 Definitions

All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act unless this Declaration specifies otherwise or unless the context requires otherwise and in particular:

- (a) "Applicable Laws" means the Act together with any law, statute, rule, requirement, demand, order, direction, code, guideline, ordinance, by-law, policy or regulation of any government, governmental authority or agency, including but not limited to the Municipality, that may be applicable, whether to a Unit, the Property, the Condominium or otherwise;
- (b) "Board" means the board of directors of the Corporation;
- (c) "Builder" means a corporation registered as a builder pursuant to the *Ontario New Home Warranties Plan Act*, to which the Declarant sells one or more of the Units, on which such corporation constructs or intends to construct a residential dwelling structure on a Unit with the written consent of the Declarant;
- (d) "By-laws" means the by-laws of the Corporation, as enacted or amended from time to time;
- (e) "Common Elements" means all the Property, except the Units;
- (f) "Common Expenses" means the expenses incurred by the Corporation pursuant to the Act, this Declaration and the By-laws, as further defined in Section 2.1 of this Declaration;
- (g) "Condominium" means the Property, including the buildings thereon and interests appurtenant to the Property, as the Property and interests are described in the Description and includes all land and interests appurtenant to the Property that are added to the Common Elements;
- (h) "Corporation" means the corporation created upon the registration of the Declaration and the Description in the appropriate Land Registry Office, in accordance with the provisions of the Act;
- (i) "Improvement" includes any addition, change, alteration or installation upon either a Unit or the Common Elements, as further defined in this Declaration;
- (j) "Mortgage" means any mortgage or charge of an Owner's fee simple interest in a Unit;

- (k) "Mortgagee" means the registered holder of a Mortgage;
- (l) "Municipality" means The Corporation of the Town of Ingersoll, save and except if, should approval of the Municipality be required herein and the designated governmental approval authority for the approval being sought or required is not The Corporation of the Town of Ingersoll, "Municipality" shall mean the appropriate governmental approval authority for the approval being sought or required;
- (m) "Owner" means the owner or owners of the freehold estate or estates in a Unit and its appurtenant common interest, but does not include a Mortgagee unless in possession, and for the purposes of this Declaration, the term "Owner" shall also mean any Resident or Tenant of a Unit, as may be required by the context;
- (n) "Owner's Guest" means other individual(s) resident in the Owner's Unit, every Resident and Tenant of the Owner's Unit, the members of the Owner's, Resident's or Tenant's household, and the Owner's, Resident's or Tenant's guests, tenants, invitees, licensees, employees and agents, the ultimate responsibility for which shall remain at all times with the Owner;
- (o) "Resident" means an Owner, Tenant or any person residing in or occupying a Unit, as the context requires;
- (p) "Rules" means the rules and regulations passed by the Board and effective pursuant to the Act;
- (q) "Tenant" means any lessee of any Unit within this Condominium;
- (r) "Townhouse Units" means those Units on which is constructed a residential dwelling structure which shares one or more common or party wall(s) and/or roof structure with a residential dwelling structure constructed on an adjoining Unit, and "Townhouse Unit" shall mean any one of the Townhouse Units;
- (s) "Unit", for clarity and without amending the definition thereof already set out herein, means a part or parts of the Property included in the Description, and designated as a Unit by the Description, and comprises the space enclosed by its boundaries and all the material parts of the Property within such space, in accordance with the Declaration and the Description. For the purpose of duties to repair and maintain, the definition of "Unit" shall extend to all Improvements made by the Declarant and/or a Builder, notwithstanding some or all of such Improvements may be made after registration of this Declaration.

1.2 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interest appurtenant to the Property described in Schedule "A" is contained in Schedule "B" attached hereto.

1.3 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the standard iron bars and iron bars mentioned in the boundaries of Units in Schedule "C" attached hereto.

When and if a residential dwelling is constructed entirely or primarily on or within a Unit, the Unit shall thereupon be deemed to include the entire residential dwelling structure (including, without limiting the generality of the foregoing, any components of such residential dwelling that overhang or otherwise encroach onto another Unit or the Common Elements), and all materials and construction associated thereto including, but not limited to, all concrete/concrete block or masonry portions or load bearing walls, all floor assemblies, including concrete floor in basement and roof assemblies (including roof sheathing, coverings, flashings, eavestroughs and downspouts) and all exterior or interior walls, doors or windows. Each Unit shall also include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, heating and air-conditioning equipment and those portions of the water, storm and sanitary services extending from the shut-off valve or main line tee, which provide services exclusively to that particular Unit only. In Townhouse Units, common or party wall(s) dividing one Unit from another shall be distributed evenly between such Units along the centre-line thereof notwithstanding the location of the actual Unit boundary.

Any perimeter fencing, catch basins, underground sprinkler system, retaining walls, acoustic or noise walls, noise attenuation barriers, entrance gates, decorative walls, landscaping, gazebos, visitor parking areas, gas service, storm and sanitary sewer, catch basin, manholes, water service, main line tee, shut off valve, fire hydrant, light standard, transformer box and pad, electrical, telephone, television and cable conduits, wires, pipes, valves, or meters which supply service to other Units:

- (a) that service more than one Unit are, to the extent that same service more than one Unit, deemed not to be part of a Unit but shall be Common Elements, despite being within the planes defining a Unit;
- (b) that pass through a Unit to service a Unit other than that through which the same passes, shall, to the extent that the same lie outside the boundaries of the Unit being serviced by the same, be deemed to be Common Elements; and
- (c) subject to the foregoing, to the extent that same lie within the Unit boundaries of the Unit being serviced by the same shall be considered part of such Unit.

1.4 Common Interest

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred percent (100%).

1.5 Common Expenses

Each Owner shall, save and except as provided herein, contribute to the Common Expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportionate contribution to Common Expenses shall be one hundred percent (100%).

1.6 Address for Service and Mailing Address of the Corporation

The Corporation's address for service and mailing shall be 195 Dufferin Avenue, Suite 800, London, ON N6A 1K7 or such other address as the Corporation may by resolution of the Board determine.

1.7 Exclusive-Use Common Elements

There are no Common Elements that are designated for the exclusive use of the Owners or occupants of one or more of the Units.

ARTICLE 2 COMMON EXPENSES

2.1 Specification of Common Expenses

"Common Expenses" means all the expenses incurred by the Corporation in the performance of the objects and duties of the Corporation and such other expenses, costs and amounts incurred by or on behalf of the Corporation that are specifically designated as, or collectable as, Common Expenses pursuant to the Act, this Declaration or any By-law and, without limiting the generality of the foregoing, shall include those expenses set out in the Act and in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

- (a) Subject to subclause (b), each Owner, including the Declarant, shall pay to the Corporation that Owner's proportionate share of the Common Expenses, and the assessment and collection of the contributions toward the Common Expenses may be regulated by the Board pursuant to the By-laws of the Corporation. In accordance with the Act, the Declarant is accountable to the Corporation for the amount, if any, which exceeds the total actual amount of Common Expenses incurred for the period covered by the Declarant's budget statement during the one-year period immediately following the registration of the Declaration and the Description.

In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of any breach of this Declaration, any By-laws or any Rules of the Corporation in force from time to time by any Owner, an Owner's Guest, or by anyone else for whom the Owner is at law responsible, shall be borne and paid for by such Owner, and may be recovered by the Corporation from such Owner in the same manner as Common Expenses.

- (b) For the purposes of this Declaration the following words shall have the following meanings (each definition being a distinct type of Unit):
- (i) "Developed Unit" means a Unit upon which a residential dwelling structure has been erected and which is either:
 - (A) occupied for residential purposes; or
 - (B) conveyed or transferred to any person not being a Builder; and
 - (ii) "Undeveloped Unit" means a Unit which is not a Developed Unit.

Notwithstanding the proportionate shares of the obligation to pay Common Expenses set out in Schedule "D" hereto or any other provision hereof:

- (i) while there are no Developed Units, the proportionate share of the obligation to contribute to the Common Expenses attributed to each of the Undeveloped Units shall be four percent (4%);
- (ii) as soon as there is at least one Developed Unit, the proportionate share of the obligation to contribute to the Common Expenses attributed to each of the Undeveloped Units shall be one percent (1%) of the Common Expenses, and the obligation to contribute to the balance of the Common Expenses shall be shared in equal proportions by all of the Developed Units, with such rounding as is necessary to ensure that the aggregate total of all such shares is equal to one hundred percent (100%) of the Common Expenses, such that, for example only and without limiting the generality of the foregoing, at the time that there are four (4) Developed Units and twenty-one (21) Undeveloped Units, the proportionate shares of the latter shall equal in the aggregate twenty-one percent (21%) of the Common Expenses, and the four (4) Developed Units shall each share equally in the obligation to pay the remaining seventy-nine percent (79%), or nineteen-and-three-quarters percent (19.75%) each; and
- (iii) once all of the Units are Developed Units, the proportionate share of the obligation to contribute to the Common Expenses attributed to each of the Undeveloped Units shall be four percent (4%), as set forth in Schedule D hereto.

2.3 Reserve Fund

The Corporation shall establish and maintain one or more reserve funds in accordance with the relevant provisions of the Act and shall collect from the Owners, as part of their contributions towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for the purpose for which each such fund was established, in accordance with the provisions of the Act. No part of any reserve fund shall be used except for the purpose for which the fund was established. Interest and other income earned from the investment of money in the reserve fund shall form part of the fund. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation. The Corporation shall conduct a reserve fund study at the times and in the manner prescribed under the Act.

2.4 Status Certificates

The Corporation shall on request provide the Declarant or a Builder with a status certificate and all such accompanying documents, statements and information, as may be requested from time to time by or on behalf of them in connection with a sale or mortgage by it of any Unit(s), all at no charge or fee to either of them or a mortgagee thereof or to the person requesting the same as their agent or solicitor. The Corporation shall, upon any other request and payment of an amount up to the maximum permitted, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the relevant provisions of the Act.

ARTICLE 3
UNITS

3.1 Occupation and Use

The occupation and use of the Units, and the use of any service provided to the Units, shall be in accordance with the Act, this Declaration, the By-laws, the Rules and all Applicable Laws, as enacted, amended and repealed from time to time, in accordance with the normal and usual use of such Units and services for the purposes intended therefor and in accordance with the following restrictions and stipulations:

- (a) Each of the Units shall be occupied and used only as a private residence, with an ancillary home office if permitted by the Municipality, and for no other purpose. The foregoing shall not prevent the Declarant and/or a Builder or any agent of either from completing the buildings and all Improvements to the Property, stockpiling fill, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all Units are Developed Units. The foregoing shall also not prevent the Corporation from further restricting the use of the Units by way of By-laws or Rules, provided that no such By-laws or Rules shall restrict the rights granted to the Declarant or a Builder pursuant to this subclause.
- (b) Notwithstanding the Owner's obligation to maintain his or her Unit:
 - (i) the Owner irrevocably agrees that the Corporation may, in its sole option, provide snow clearance services for the clearance of snow from the driveway and walkway portions of the Units ("Snow Clearance Services"). In the event that driveways or walkways are obstructed by the Owner, the Corporation shall be relieved of its obligations in that regard and the Owner shall clear the snow at his or her own expense. In no event shall the Owner dump or pile snow on the Common Elements or on any other Unit. The Owner shall remain responsible for removing any hazard on his or her driveway caused by slippery conditions and shall be responsible for de-icing his or her driveway, walkways and steps. The Corporation may store snow on the front yards of the Units or on side yards of Units flanking the Common Elements;
 - (ii) the Owner irrevocably agrees that the Corporation may, in its sole discretion, provide lawn care ("Landscaping Services") for each Unit. Any landscaping planted or installed by the Owner shall be maintained by the Owner at his or her sole expense, except as might be otherwise determined by the Board;
 - (iii) the expenses incurred by the Corporation for providing Snow Clearance Services and Landscaping Services for a Unit (each a "Unit Expense") shall be payable by the Owner of that Unit to the Corporation upon receiving notice of the amount due therefor from the Board; and
 - (iv) any Unit Expense that is unpaid as and when due shall be added to the Common Expenses attributed to the Unit in question as Common Expenses in arrears as of the date on which payment of the same was due, and shall be collectible as such by the Corporation in accordance with the application provisions of the Act.
- (c) No Unit shall be occupied or used by anyone in such a manner which is likely to damage or injure any person or property (including any Unit or any portion of the Common Elements), or in a manner that will impair the structural integrity, either patently or latently, of any Unit and/or the Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy placed by or on behalf of the Corporation or give rise to an increase in the premiums related thereto. If any Owner, other than the Declarant or a Builder, shall do or permit anything to be done in the Owner's Unit and/or the Common Elements or bring or keep anything thereon which will cause injury to any person or cause latent or patent damage to any Unit or to any part of the Common Elements or will in any way increase the risk of fire or other perils insured against and consequently will increase the premiums of the policy or policies of insurance obtained from time to time by the Corporation or cause the cancellation of any such insurance, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all

costs incurred in the rectification of the aforesaid damages and for such increased portion of the insurance premiums so payable by the Corporation (as a result of the Owner's use) and the Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of the Owner's breach of the foregoing provisions of this subclause and the Owner shall pay with the Owner's next due contribution toward the Common Expenses after receipt of notice from the Corporation, all increases in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses attributed to such Owner's Unit and are recoverable as such.

- (d) Each Owner shall comply and shall require each Owner's Guest, whether to the Owner's Unit or the Common Elements, to comply with the Act, this Declaration, the By-laws, the Rules and all applicable agreements, and shall be responsible to the Corporation for any breaches committed by such persons.
- (e) In the event the Board determines, in its sole discretion acting reasonably, that any noise, odour or offensive action or thing in or emitting from one Unit is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or disruptive (regardless of whether the affected Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of the offending Unit shall at the Owner's own expense take such steps as shall be necessary to abate such noise, odour or offensive action or thing to the satisfaction of the Board. In the event the Owner or the offending Unit fails to abate the noise, odour or offensive action or thing, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action or thing and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in so doing, including reasonable solicitor's fees on a solicitor and the solicitor's own client basis, and all such amounts shall be added to the Common Expenses due on account of the Unit and collectible as such.
- (f) No installation, repair, Improvement, removal, construction or work of any nature for which a permit may be required from the Municipality or any other person or body having jurisdiction shall be commenced without the prior issuance of the required permit.
- (g) No animal, which is deemed by the Board, in its absolute discretion, to be a nuisance, shall be kept by an Owner on any Unit or in any dwelling or structure located thereon. An Owner shall, within two (2) weeks of receipt of a written notice from the Board advising that an animal has been so deemed and requesting the removal of such animal, permanently remove the animal from the Property. No animals shall be kept on, in, or around any Unit for a commercial purpose or for breeding. No attack dogs including, but not restricted to, pitbulls, dobermans and rottweilers, or other similar breeds, vicious animals, snakes, farm animals or animals not permitted by virtue of any Applicable Law or by order of the Board are permitted within the Units or Common Elements. For the purposes of this Declaration, any animal which would, *prima facie*, not be permitted to be kept in a Unit shall be deemed to compromise the safety, security or welfare of the Owners, and the property and assets of the Corporation and/or shall be deemed to constitute an unreasonable interference with the use and enjoyment of the Common Elements, the Units or the assets of the Corporation. Pets are to be maintained on a leash when upon the Common Elements or any other Unit not owned by the Owner, subject to the permission of the Owner of such other Unit.
- (h) No fixture or attachment shall be made to any part of a Unit, any part of which would be located or projected outside of the boundaries of the Unit.
- (i) No sign shall be placed on or within a Unit in a location where the sign would be visible from outside of the Unit except one professionally made sign offering the Unit for sale, without prior written consent of the Board and except for the promotional signage of the Declarant or a Builder.
- (j) No Owner, other than the Declarant or a Builder, shall perform or undertake any alterations to a Unit, including without limitation any alterations to the grade of the Property or the installation of any landscaping or other Improvement on or to the Unit, which may obstruct or alter the drainage pattern of the Property, unless such alterations are in accordance with the restrictions and stipulations contained in any Municipal Agreement (as that term is defined in paragraph 7.1(b) below)

and unless the Owner receives prior written consent of the Declarant, for so long as the Declarant's consent is required pursuant to Section 12.1 of this Declaration, and thereafter by the Board.

3.2 Requirements for Leasing

- (a) Where an Owner leases that Owner's Unit(s), the Owner shall, within thirty (30) days of entering into a lease or a renewal thereof:
- (i) notify the Corporation that the Unit has been leased;
 - (ii) provide the Corporation with a covenant or agreement executed by the Tenant substantially in the following form:

"I acknowledge and agree that I, the members of my household, my employees, licensees, invitees and my guests from time to time, will, in using the Unit rented by me and the Common Elements, comply with the *Condominium Act, 1998*, the Declaration, the By-laws and all rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses, unless otherwise provided by the *Condominium Act, 1998*."
 - (iii) provide the Corporation with the Tenant's name, the Owner's address and a copy of the lease or renewal agreement or a summary thereof in accordance with the Act; and
 - (iv) provide the Tenant with a copy of the Declaration, the By-laws and the Rules of the Corporation.
- (b) The Owner shall notify the Corporation in writing in the event that a lease of the Owner's Unit is terminated and not renewed.
- (c) No Tenant shall be liable for the payment of Common Expenses unless notified in writing by the Corporation that the Owner is in default of payment of Common Expenses, in which case the Tenant shall deduct from the rent otherwise payable to the Owner, the Owner's share of the Common Expenses, and shall pay the Owner's share to the Corporation.
- (d) Any Owner leasing a Unit shall not be relieved thereby from any obligations with respect to the Unit, which obligations shall be joint and several with any Tenant.

3.3 Rights of Entry to the Unit

- (a) The Corporation, any insurer of the Property or any part thereof, the Declarant and/or a Builder and/or their respective agents, and any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, and more specifically, the construction, maintenance and repairs to the perimeter fencing, Common Elements and the Common Services (as defined in Section 3.3(b) hereof), correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to any part of the Property or which is in breach of the Act, the Declaration, the By-laws or the Rules of the Corporation. In respect of the Declarant, a Builder and their respective agents, such right of entry shall apply only to a Unit or Units owned by the Declarant or a Builder, as the case may be, save and except where the Declarant or Builder is acting as an agent of the Corporation or when otherwise required or permitted to do so pursuant to Applicable Law or any Municipal Agreement.
- (b) Owners are advised that hydro, water, gas, cable, telephone, street lighting, sanitary and storm sewers and related catch basins and all appurtenant pipes, wires, cables, conduits, ducts or similar apparatus relating thereto (the "Common Services") which service the Units have been installed, in the location specified in the servicing drawings approved by the Municipality. The Common Services are Common Elements of the Corporation which entitles the Corporation to enter upon the Units for the purpose of maintaining, repairing or replacing the Common Services.

- (c) An Owner shall not obstruct the Declarant, a Builder, the Corporation or their respective agents from entering upon a Unit to maintain, repair or replace the Common Services. Any damage caused by such work to an Improvement approved or authorized by the Declarant, a Builder or Corporation shall be repaired at the expense of the Corporation. The cost of repairing any damage caused by such work to an Improvement not authorized or approved by the Declarant, a Builder or the Corporation shall be at the expense of the Owner.
- (d) In case of an emergency, an agent of the Corporation may enter a Unit at any time without notice for the purpose of repairing the Unit or the Common Elements, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (e) If an Owner shall not be personally present to grant entry to the Unit, the Corporation and its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (f) Owners are advised that utility service meters to service a Unit other than that Unit on which it is located. The Corporation, the Declarant, a Builder, the Owner of the Unit whose Unit is served by said utility service meter, any utility service provider, their respective agents, and any other person authorized by the Board, shall have the right to enter any Unit at any reasonable time for the purpose of installing, maintaining, repairing, reading and inspecting any metering devices for utilities supplied to a Unit or to the Common Elements, provided that the right provided herein shall not permit an Owner or their agent to enter into a residential dwelling structured construction upon any Unit not owned by that Owner. The rights and authority hereby reserved to the Corporation, the Declarant, a Builder, their respective agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

ARTICLE 4 **COMMON ELEMENTS**

4.1 Use of Common Elements

- (a) Subject to the provisions of the Act, the Declaration, the By-laws, the Rules and all Applicable Laws, each Owner shall have the full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided. The use of the Common Elements shall at all times be in accordance with the Act, the Declaration, the By-laws and the Rules, and in accordance with the normal and intended use of the Common Elements and all of the components thereof.
- (b) Provided that until all Units are Developed Units, the Declarant and its agents and contractors may;
 - (i) maintain promotional signage and displays on the Common Elements;
 - (ii) maintain construction trailers or offices on the Common Elements;
 - (iii) maintain construction materials on the Common Elements; and
 - (iv) have access to the Common Elements and Units to complete construction.
- (c) Upon the sale of a Unit to a Builder, the rights of the Declarant under Section 4.1(b) of this Declaration shall also apply to that Builder until such time as that Builder is no longer the Owner of any Unit.

4.2 Restricted Access

Without the written consent of the Board, no Owner shall have any right of access to any parts of the Common Elements that may be created and used from time to time as a utility area, building maintenance storage areas, the manager's office or to any other parts of the Common Elements used for the care, maintenance or operation of the Property. This section shall not apply to any first mortgagee holding first mortgages on at least ten percent (10%) of the Units, which mortgagee shall have the right of access for purposes of inspection upon giving forty-

eight (48) hours' notice to the Corporation, and shall not apply to an agent, employee or contractor of the Declarant or of a Builder.

4.3 Additions, Alterations and Improvements

- (a) Save as otherwise provided in this Declaration, no Owner shall make any change, alteration or Improvement to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintaining those parts of the Common Elements which the Owner has a duty to maintain in accordance with the provisions of this Declaration, without obtaining the prior written consent of the Declarant, for so long as the Declarant's consent is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous consent of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter of the Board.
- (b) No Owner shall, by any conduct or activity conducted in or on any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity by virtue of this Declaration.
- (c) No one shall damage, harm, mutilate, destroy or litter any of the landscaping or landscaped areas of the Common Elements, including grass, trees, shrubs, hedges, flowers, flower beds, pavements, curbs, fences or buildings.
- (d) No animal, livestock or fowl, other than pets permitted pursuant to Section 3.1(g) of this Declaration, is permitted to be on or about the Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and all dogs held by leash at all times while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in its sole discretion, to be a danger or nuisance to the residents of the Condominium is permitted to be on or about the Common Elements.
- (e) The cost of any addition, alteration, Improvement or change that the Corporation makes to the Common Elements pursuant to the Act or this Declaration shall form part of the Common Expenses.

4.4 Water and Hydro for Common Elements

- (a) One or more of the Units may contain a water valve for the purpose of providing water to the landscaping of the Common Elements. The water valve and all appurtenances thereto shall not form part of the Unit, notwithstanding that such equipment may be located within the Unit boundaries and the Corporation shall have access to the water valve for the purposes of inspection, repair, replacement and maintenance. The Owner shall not obstruct access to the said valve. If applicable, the Corporation, acting reasonably, will estimate the amount of water consumed for such purposes and reimburse the Owner therefor.
- (b) One or more of the Units may contain an electrical panel and meter for the purpose of providing electrical service to the Common Elements. The panel and meter and all wiring, switches, breakers and appurtenances thereto shall not form part of the Unit, notwithstanding that such equipment may be located within the Unit boundaries and the Corporation shall have access to the meter and the panel for the purposes of inspection, repair, replacement and maintenance. The Owner shall not obstruct access to said meter and panel. If applicable, the Corporation, acting reasonably, will estimate the amount of electricity consumed for such purposes and reimburse the Owner therefor.

4.5 Loss, Costs and Damages

Any loss, cost or damages, including costs on a solicitor and the solicitor's own client basis, incurred by the Corporation as a result of the breach of any provision of the Act, the Declaration, the By-Laws or the Rules in force from time to time by an Owner or an Owner's Guest shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses or by any other procedure the Corporation elects. This section does not apply to the Declarant or to a Builder.

ARTICLE 5
MAINTENANCE, REPAIRS, RESTRICTIONS AND APPROVALS

5.1 Repairs to Unit

Each Owner shall maintain that Owner's Unit, and, subject to the provisions of the Declaration and the Act, each Owner shall repair (including repair after wear and tear, damage and/or failure) that Owner's Unit, all at the Owner's own expense.

5.2 Repairs to Common Elements

The Corporation shall maintain and repair the Common Elements subject to any Improvements made thereto which are an Owner's obligation pursuant to an agreement made in accordance with the Act.

5.3 Restrictions, Approvals and Standards

The following restrictions are included pursuant to the Act, but are not applicable to the Declarant or a Builder:

- (a) the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter the Board, shall determine the standard of maintenance required in respect of the exterior of any structure located on or within a Unit and in respect of any landscaping of and snow removal from the grounds located within a Unit;
- (b) no Owner shall commence the construction, re-construction or renovation of any Unit, or any structure or dwelling located thereon, until the construction plans together with the exterior material and colouring specifications have been submitted and approved by the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter by the Board. The plans submitted will be required to illustrate the exterior elevation and building location. The Board shall at all times be required to ensure that the proposed construction, re-construction or renovation is in accordance with the plans and specifications originally provided by the Declarant or the applicable Builder, and approved by the subdivider and the Municipality. Any material change from such plans and specifications shall require the approval of the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter by the Board. Without limiting the generality of the foregoing, the exterior masonry, roof shingles, windows, and soffit, fascia and trim material must be of the same material and colouring as the original construction, or as otherwise approved as aforesaid. In addition to the foregoing, no Owner shall commence any construction, re-construction or renovation unless such construction, re-construction or renovation complies with any design guidelines as may be approved from time to time by the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter by the Board. The Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter the Board, may from time to time designate approved plans and specifications with regards to the aforesaid which may be implemented in strict accordance thereto by an Owner without further approval, provided that the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter the Board, may amend or repeal any such approved plans or specifications at any time and from time to time;
- (c) no other Improvement, including but not limited to any fence, landscaping feature or planting, shall be undertaken, erected, constructed, re-constructed, placed, replaced or altered by any Owner on a Unit unless the Improvement and its plans and specifications detailing all design components and features, construction materials, exterior finishes, associated landscaping features and treatment,

location, final grades and all other site improvements, have been approved in writing by the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter by the Board. In addition to the foregoing, no Owner shall commence any Improvement unless such Improvement complies with any design guidelines as may be approved from time to time by the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter by the Board. The Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter the Board, may from time to time designate approved plans and specifications with regards to the aforesaid which may be implemented in strict accordance thereto by an Owner without further approval, provided that the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter the Board, may amend or repeal any such approved plans or specifications at any time and from time to time;

- (d) no fencing along the perimeter of any Unit or portion of the Common Elements shall be permitted to be constructed or installed on any Unit or portion of the Common Elements, other than as approved by the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter by the Board, or fencing specified in accordance with the site plan approved by the Municipality;
- (e) residential dwelling structures constructed upon the following Townhouse Units shall share a common or party wall or walls and roof structure, in blocks of Townhouse Units as follows:

Units 1 to 7, both inclusive
 Units 8 to 14, both inclusive
 Units 15 to 20, both inclusive
 Units 21 to 25, both inclusive

The Owners of each of the specified Townhouse Units sharing a common or party wall or walls and roof structure shall have the right to support of the common or party wall and roof structure and shall be entitled to maintain and repair the common or party wall and roof structure. Costs of such maintenance and repair shall be shared equally by the Owners of all Townhouse Units reasonably affected by the common or party wall and/or roof structure. In the event that any Owner fails to maintain or repair a common or party wall and/or roof structure forming part of, or being adjacent to, that Owner's Unit, the Corporation shall provide the Owner with written notice of default and the defaulting Owner shall, within fourteen (14) days of receipt of written notice from the Corporation specifying such repairs to be made, complete such repairs to the satisfaction of the Corporation, failing which the Corporation shall have the right to enter upon the Unit and make all such repairs on behalf of such Owner at the Owners sole cost and expense, which may be recovered from the Owner by the Corporation in the same manner as Common Expenses. Notwithstanding the above, in the event that the Corporation, in an exercise of the Corporation's sole discretion, believes that repairs must be completed on an urgent basis due to a potential hazard to health, safety or security of individuals or property, the Corporation may enter upon a Unit and make such repairs on behalf of the Owner or Owners without written notice, at the sole cost and expense of the Unit Owner or Unit Owners whose Unit(s) is/are reasonably affected by the common or party wall and/or roof structure in question, which may be recovered from the Owner(s) by the Corporation in the same manner as Common Expenses. In addition to any other right of entry provided by this Declaration, the Corporation and its authorized agents and contractors shall have a right to enter upon any Unit including within any residential dwelling constructed thereon, on reasonable notice and at reasonable times, for the purpose of inspecting any common or party wall or roof structure and for the purpose of fulfilling any obligation or right of the Corporation provided herein.

No common or party wall or roof structure shall be installed, removed, extended or otherwise altered without the prior written consent of the Declarant, for so long as the Declarant's consent is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous consent of all Builders owning at least one Unit, so long as any Builder remains the Owner of at least one Unit, and thereafter of the Board; but the provisions of this subclause shall not require any Owner to secure consent for the purpose of painting or decorating the surface or any interior wall, floor or ceiling which is within any Unit.

Eavestroughs, overhangs and roof projections may encroach into the air space of the Common Elements or an adjacent Townhouse Unit with the written approval of the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter of the Board, and any approved encroachment shall be part of the Unit that primarily contains the dwelling of which such components encroach into the air space of the Common Elements or other Unit.

In addition to any other right of entry provided by this Declaration, each Owner of a Townhouse Unit and that Owner's authorized agents and contractors shall have the right to enter upon the adjoining Townhouse Unit or Units, outside the residential dwelling constructed upon the adjoining Townhouse Unit or Units, on reasonable notice and at reasonable times, for the purpose of maintenance, repair, renovation and alteration of the Owner's Townhouse Unit, provided that in doing so the Owner and the Owner's authorized agents or contractors shall not unduly disturb the Owners or Owner's Guests of the adjoining Townhouse Unit and provided further that the Owner and the Owner's authorized agents or contractors shall be responsible for any damaged caused by such entry;

- (f) no swimming pools or lap pools shall be permitted to be constructed or installed, either above or below ground, on any Unit or the Common Elements, unless approved in advance of construction (including any changes to the grades) by the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter by the Board;
- (g) no live trees growing on any Unit or the Common Elements shall be cut down or otherwise removed except with the consent of the Declarant, for so long as the Declarant's consent is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous consent of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter of the Board, provided that this restriction shall not apply to prevent the cutting down or removal of any trees which may be necessary to permit the construction of any dwellings or related services and Improvements by the Declarant or a Builder. Any Owner who wishes to plant a new tree on a Unit must first obtain the approval of the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter of the Board;
- (h) no driveway on a Unit shall be altered in size or location. No driveway on a Unit shall be re-constructed or repaired by an Owner, unless the same concrete paving stones (materials and colouring) are used as have been used throughout the development and the Owner has obtained the prior written approval of the Declarant, for so long as the Declarant's approval is required pursuant to Section 12.1 of this Declaration, and thereafter by unanimous approval of all Builders owning at least one Unit, so long as any Builder owns at least one Unit, and thereafter of the Board;
- (i) no Owner shall permit a Unit or the exterior of the dwelling constructed thereon, to fall into disrepair or a state of poor maintenance. The Owner, within fourteen (14) days of receipt of written notice from the Corporation specifying such repairs to be made, shall complete such repairs to the satisfaction of the Corporation, failing which the Corporation shall have the right to enter upon the Unit and make all such repairs on behalf of such Owner at the Owners sole cost and expense; and

- (i) any work or repair undertaken and completed by the Corporation on behalf of an Owner under the provisions of this Section shall be deemed to be approved by the Owner on whose behalf the work or repair was undertaken. In the event that the Corporation shall undertake such work or make such repairs on behalf of an Owner, the cost of such work or repairs, including any legal costs of the Corporation that may be associated therewith, shall be added to the Common Expenses for such Owner's Unit, with the Corporation having the right to specify a reasonable time for the payment thereof, and may be recovered by the Corporation in the same manner as other Common Expenses applying to the Unit, or by any other procedure or action in law that the Corporation may elect.

5.4 Drinking Water Systems

The Units and Common Elements may be serviced by a Non-Municipal Drinking Water System, as that term is defined by the *Safe Drinking Water Act, 2002*. Upon registration of this Declaration, any Non-Municipal Drinking Water System shall be owned solely by the Corporation and not by the Declarant or any Builder, and shall be deemed part of the Common Elements of the Corporation. The Corporation shall at all times operate, maintain, inspect, repair, replace and keep in good repair any Non-Municipal Drinking Water System in strict compliance with the requirements of the *Safe Drinking Water Act, 2002*, and all regulations thereunder, as may be amended or introduced from time to time, and any and all expenses related to said Non-Municipal Drinking Water System shall be Common Expenses of the Corporation. The Corporation, jointly and severally with each Owner, shall indemnify and save the Declarant, each Builder, and their respective directors, officers, employees, agents and consultants, harmless from and against any loss, costs, damages, injury or liability whatsoever which the Declarant, each Builder, and their respective directors, officers, employees, agents and consultants, may suffer or incur resulting from or caused by any act or omission of the Corporation or any Owner directly or indirectly related to a Non-Municipal Drinking Water System.

ARTICLE 6 **OWNERS OBLIGATIONS**

6.1 Damage to Units or Common Elements

Each Owner shall be liable to the Corporation and to every other Owner, for damage to any part of any Unit or the Common Elements, or both, which occurs as a result of the Owner's failure to maintain and repair the Owner's Unit as required by all Applicable Laws, including but not limited to the Act, or this Declaration as a result of any breach of any Applicable Laws, the Declaration, the By-laws or the Rules by the Owner or any Owner's Guest; or as a result of any other act or omission of the Owner or such Owner's Guest; except, in each case, where such failure, breach, act or omission is a failure, breach, act or omission against which the Corporation is required by the Act or this Declaration to insure against for the benefit of the Corporation and all Owners.

The Corporation shall make any repairs to the Owner's Unit or to the Common Elements that an Owner is obligated to make and that the Owner does not make within a reasonable time after written notice to the Owner. An Owner shall be deemed to have consented to have any such repairs done to the Owner's Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs on a solicitor and the solicitor's own client basis. The Corporation may collect the cost of such repairs in such instalments as the Board may decide. The instalments shall be added to the Owner's monthly contribution toward Common Expenses and the Corporation shall give written notice thereof to the Owner.

In the event that any insurance proceeds payable to the Corporation, or to any Owner are reduced by the amount of a deductible, and the loss giving rise to such payment was occasioned by the failure, breach, act or omission of an Owner, as set out above, then such Owner shall be liable to the Corporation for the amount of such deductible.

6.2 Monies Owning

Monies owing pursuant to this Article shall bear interest of twenty-four percent (24%) per annum, calculated semi-annually, not in advance, or at such other rate of interest as the Board may from time to time establish.

6.3 Collection

All costs, charges and expenses including solicitors costs, incurred by the Corporation in enforcing its rights against an Owner, or arising from the Act, the Declaration, the By-laws, the

Rules or otherwise, including the costs of bringing an application under the Act, shall be payable by the Owner to the Corporation. All monies, interest and costs, including Unit Expenses, payable by an Owner to the Corporation may be collected as additional Common Expense payments and shall be recoverable as such.

ARTICLE 7 **DUTIES OF THE CORPORATION**

7.1 Duties

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties:

- (a) except as otherwise provided in this Declaration or the By-laws, to operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises, at all times, the Common Elements;
- (b) to enter into, abide by and comply with, the terms and provisions contained in any outstanding subdivision, condominium, site plan, development, collateral or similar agreements or development related agreements with third parties (each a "Municipal Agreement");
- (c) to observe and comply with, and to the extent possible compel the observance and/or compliance by all Owners and Owner's Guests of all of the requirements set forth in the Act and all of the terms and conditions set forth in this Declaration, the By-laws and the Rules;
- (d) to take all reasonable steps to collect from each Owner that Owner's proportionate share of the Common Expenses and to maintain and enforce the Corporation's lien rights arising pursuant to the Act against each Unit in respect of which the Owner has defaulted in the payment of Common Expenses;
- (e) to grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telephone or television operators over, under, upon, across and through the Property, or any part thereof, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telephone or television lines or equipment, and all related appurtenances thereto, in order to facilitate the supply of utilities and telephone, television and telecommunication services to each of the Units in the Condominium and, if so required by the grantees of such easements, to enter into and abide by the terms and provisions of agreements with utility and/or telephone, television and telecommunication suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such By-laws or resolutions as may be required to authorize the foregoing;
- (f) to take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to the Act, this Declaration, the By-laws or the Rules; and
- (g) to enter into, if necessary, and abide by the terms and provisions of any indemnification agreement with the Declarant immediately after the registration of the Condominium, pursuant to which the Condominium shall formally assume all obligations and liabilities of the Declarant arising under any or all of the outstanding Municipal Agreements, including the obligation to maintain the works, services and/or facilities constructed or installed by the Declarant within the Property.

ARTICLE 8 **INSURANCE**

8.1 By the Corporation

The Corporation shall obtain and maintain insurance on its own behalf and on behalf of the Owners as required by the Act in such amounts and upon such terms as the Board may determine from time to time. Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements, and shall be subject to the provisions of the Declaration and any agreement entered into with an insurance trustee, if any.

8.2 General Provisions

Prior to obtaining any policy of insurance covering the replacement cost of the Common Elements, or any renewal or renewals thereof, or at such other time as the Board may deem advisable, the Board will obtain from an independent qualified appraiser such appraisals or opinions as it deems necessary in order to determine the full replacement cost of such Property for the purpose of determining the amount of insurance to be effected and any costs incurred in obtaining such opinions and appraisals shall be a Common Expense.

The Board shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. The Board may, however, authorize an Owner in writing to adjust any loss to the Owner's Unit.

A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy, certificate or memorandum to each mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the Corporation in its offices and be available for inspection by an Owner or mortgagee on reasonable notice to the Corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each Owner and mortgagee who has notified the Corporation of becoming an Owner or mortgagee.

No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that any loss shall be payable in any manner other than as provided in the Declaration and the Act.

8.3 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, shall be obtained and maintained by the Owner:

- (a) Replacement Cost Insurance on the Owner's Unit and at the option of the Owner, on furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Owner's Unit, and on the Owner's personal property and chattels stored elsewhere on the Property, including the Owner's automobile or automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain a waiver of subrogation against the Corporation, its Directors, property managers, agents, and employees; and
- (b) Public Liability Insurance covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

Every policy of insurance should contain a waiver of subrogation against the Corporation, its managers, agents, employees and servants, and against the other Owners and any members of their household, except for arson, fraud, vehicle impact, vandalism, or malicious mischief.

Owners of the Townhouse Units in each block of Townhouse Units shall upon demand therefor provide each Owner in their specific Townhouse Unit block evidence that sufficient insurance is in place to repair or replace any common or party wall and/or roof structure or any shared utilities or services common to each Townhouse Unit in each respective block.

ARTICLE 9 NOTICE CLAUSES

9.1 Condominium Approval

The Corporation will comply with all the conditions contained in the Development Agreement between the Declarant and the Municipality dated October 27, 2016, registered as Instrument Nos. CO157109 and CO157110, as may be amended from time to time, and all other agreements registered against title to the Property.

9.2 Water Lines, Sanitary and Storm Sewers

Owners are advised that any water lines and appurtenances, sanitary sewer lines and appurtenances and storm sewers and appurtenances which are not solely related to a specific Unit on which they are located are considered Common Elements and shall be repaired, replaced and maintain by the Corporation at its expense.

9.3 Damage to Common Elements

If any Owner is responsible for damage to any noise attenuation barriers, retaining walls, perimeter fencing, water lines and appurtenances, sanitary sewer lines and appurtenances, storm sewers and appurtenances, and any walkways located within the development, all costs associated with the repair and/or replacement of the said common elements shall be at the expense of the Owner responsible for such damage and the Corporation shall collect those costs, including without limitation, any legal costs associated therewith, in the same manner as common expenses.

9.4 Water Services

If it is determined by the Ministry of the Environment and Climate Change of Ontario that the water service for the site is a regulated drinking water system, then the Corporation may be required to meet the regulations under the *Safe Drinking Water Act* and the associated regulation O. Reg. 170/03.

9.5 Canada Post

At the time this Declaration is registered, Canada Post advises the Owners that home/business mail delivery will be from a designated Centralized Mail Box. The location of the Centralized Mail Box will be determined by Canada Post. If and when Canada Post alters the mode of delivery for the Corporation, this provision shall be of null effect.

ARTICLE 10 EXPROPRIATION

10.1 Total Expropriation

In the event of the expropriation of the whole of the Property, the compensation to be paid for the whole of the Property shall be negotiated and finalized by the Corporation, subject to the ratification of such compensation by the Owners of seventy-five percent (75%) of the Units at a special meeting called for that purpose whether or not proceedings are necessary and the compensation, less expenses involved, if any, in obtaining the compensation shall be distributed among the Owners in proportion to their proportionate shares of the common interest.

Notwithstanding the award for the expropriation of the Property, the right of each Owner shall be separate to negotiate and finalize such Owner's personal compensation for the improvements made to the Owner's Unit after registration of the Declaration and Description, costs of moving, and other similar items personal to each Owner.

10.2 Parts of Common Elements Only

If no Units are affected by an expropriation and the expropriation includes only part of the Common Elements, the compensation shall be negotiated and finalized by the Corporation whether or not proceedings are necessary and the compensation shall be distributed among the Owners in proportion to their proportionate shares of the common interest.

10.3 Partial Expropriation Including Units

In the event of a partial expropriation which includes some Units, each Owner whose Unit is expropriated shall deal with the expropriating authority with regard to compensation relating to that Owner's Unit and its appurtenant common interest. The compensation for the damage suffered by the remaining Owners shall be negotiated and finalized by the Corporation, subject to the ratification by the Owners of seventy-five percent (75%) of the Units at a special meeting called for that purpose, whether or not proceedings are necessary and the compensation shall be distributed proportionally among the remaining Owners.

The cost of restoring the balance of the Property so that it may be used shall be determined by the Corporation and the Corporation shall negotiate with the expropriating authority with regard to compensation for the expenditure and shall, unless the government of the Property by the Act is terminated within thirty (30) days of the receipt of such compensation, reconstruct using the funds received for such reconstruction. Any moneys received by the Corporation for any reconstruction made necessary by the expropriation shall be held by the Corporation in trust for the purpose of such reconstruction.

ARTICLE 11 **INDEMNIFICATION**

11.1 Indemnification

Each Owner shall indemnify and save the Corporation and the Declarant harmless from and against any loss, costs, damages, injury or liability whatsoever which the Corporation or the Declarant may suffer or incur resulting from or caused by an act or omission of such Owner, the Owner's family or any Owner's Guest, to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability insured against by the Corporation. All payments by the Corporation for which it is entitled to be indemnified by an Owner pursuant to this clause may be recovered as additional contributions toward Common Expenses payable by such Owner or by an action by the Corporation against such Owner.

ARTICLE 12 **MISCELLANEOUS**

12.1 Consent or Approval of the Declarant

Where this Declaration requires the consent or approval of the Declarant, such consent or approval shall only be required until the last of:

- (a) the date on which the Declarant no longer owns a Unit;
- (b) the date on which the Declarant no longer has any obligations or liability pursuant to any Municipal Agreement;
- (c) the date on which the Declarant no longer has any obligations or liability in relation to the Condominium, the Corporation or the Property, whether under any Applicable Laws or otherwise; and
- (d) three (3) years from the date this Declaration is registered on title to the Property.

12.2 Units Subject to Declaration, By-laws, and Rules and Regulations

All present and future Owners, Tenants, Residents and occupants of Units, including members of their households, Residents, Tenants, guests, visitors, invitees and licensees shall be subject to and shall comply with the provisions of this Declaration, the By-laws and any Rules and regulations of the Corporation, together with any development or other agreements registered on title to the Units or the Property.

The acceptance of a deed or transfer, or the entering into of a lease, or entering into occupancy of any Unit shall constitute an agreement that the provisions of any development agreement, the Act, this Declaration, the By-laws and any Rules, all as amended from time to time, are accepted and ratified by such Owner, Tenant or Resident and all such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

12.3 Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given pursuant to the By-laws, as amended from time to time. The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or any actions otherwise founded thereon.

12.4 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of anyone or more of such provisions shall not be deemed to impair or effect in any manner the validity or enforceability of the remainder of this Declaration.

12.5 Interpretation

This Declaration shall be read with all changes of number and gender required by the context.

12.6 Waiver

No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

12.7 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience only.

12.8 Statutory References

Any references to a section or sections of the Act in this Declaration, or in any By-laws or Rules hereafter enacted by the Corporation, shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

12.9 Effective Date

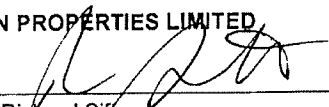
This Declaration shall take effect upon registration.

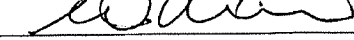
12.10 Schedules

Schedule "A"	Description of Property
Schedule "B"	Mortgagee's Consent
Schedule "C"	Boundaries of the Units
Schedule "D"	Proportion of Common Interest and Proportion of Contribution to Common Expenses
Schedule "E"	Common Expenses
Schedule "F"	Exclusive Use of Portions of the Common Elements
Schedule "G"	Statement of Municipality and Declarant
Schedule "H"	Buildings, Structures, Facilities and Services in the Common Elements

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officers, duly authorized in that behalf, the 14 day of December 2016 .

SIFTON PROPERTIES LIMITED

Per: 
Richard Sifton
President & CEO

Per: 
Wayne Reid
Vice President Finance & Administration
We have authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF PROPERTY

Part of Block 62, Plan 41M-309, designated as Parts 1, 2, 3 & 4, Plan 41R-9397 and the Part of Block 63, Plan 41M-309, designated as Part 1, Plan 41R-9395, being Part of PINs 00165-0521 and 00165-0535 (LT) Town of Ingersoll, County of Oxford (collectively, the "Property").

Subject to an easement in gross in favour of Union Gas Limited to install pipes, wiring and appurtenances relating thereto, and to upgrade, operate, remove, replace, supplement and maintain gas distribution and processing equipment in, over, under, across and along Part of Block 62, Plan 41M-309, designated as Part 1, Plan 41R-9397, Town of Ingersoll, County of Oxford, as described in Instrument Number ER94286.

Subject to an easement in favour of Bell Canada to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities or any part thereof forming part of continuous lines of Bell Canada and all appurtenances or accessories thereto in, over, under, across and along Part of Block 62, Plan 41M-309, designated as Parts 1, 2, 3 & 4, Plan 41R-9397, Town of Ingersoll, County of Oxford, as described in Instrument Number CO98589.

Subject to an easement in gross in favour of Union Gas Limited to install pipes, wiring and appurtenances relating thereto, and to upgrade, operate, remove, replace, supplement and maintain gas distribution and processing equipment in, over, under, across and along Part of Blocks 62, Plan 41M-309, designated as Parts 1, 2, 3 & 4, Plan 41R-9397 and the Part of Block 63, Plan 41M-309, designated as Part 1, Plan 41R-9395, Town of Ingersoll, County of Oxford, as described in Instrument Number CO141894.

Subject to an easement in gross for municipal services in favour of the County of Oxford for the construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and/or repair of underground services and as appurtenant thereto, and for all times, the sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, type and number as the County of Oxford may from time to time determine necessary in, through, over, on and under Part of Block 62, Plan 41M-309, Parts 2, Plan 33R-9397, Town of Ingersoll, County of Oxford, as described in Instrument Number CO156067.

Subject to an easement in gross in favour of Erie Thames Powerlines to install pipes, wiring and appurtenances relating thereto, and to upgrade, operate, remove, replace, supplement and maintain London Hydro Inc.'s equipment in, over, under, across and along Part of Blocks 62, Plan 41M-309, designated as Parts 1, 2, 3 & 4, Plan 41R-9397 and the Part of Block 63, Plan 41M-309, designated as Part 1, Plan 41R-9395, Town of Ingersoll, County of Oxford, as described in Instrument Number CO157111.

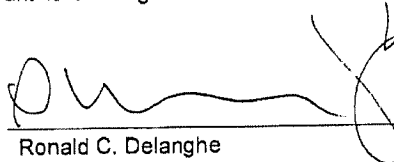
Subject to an easement in favour of Bell Canada to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities or any part thereof forming part of continuous lines of Bell Canada and all appurtenances or accessories thereto in, over, under, across and along Part of Block 63, Plan 41M-309, designated as Part 1, Plan 41R-9395, Town of Ingersoll, County of Oxford, as described in Instrument Number CO157112.

Subject to an easement in favour of Rogers Communications Inc. to construct, repair, replace, operate and maintain its lines of cable television, telecommunications, electric power and service wires and facilities including all necessary aerial, buried and surface service wires and cables, conduits, markers, fixtures and equipment and all appurtenances or accessories thereto in, over, under, across and along Part of Blocks 62, Plan 41M-309, designated as Parts 1, 2, 3 & 4, Plan 41R-9397 and the Part of Block 63, Plan 41M-309, designated as Part 1, Plan 41R-9395, Town of Ingersoll, County of Oxford, as described in Instrument Number CO157614.

In my opinion, based on the parcel register 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 the description, and the declarant is the registered owner of the land and appurtenant interests.

December 21, 2016

Date



Ronald C. Delanghe
LERNERS LLP
Solicitors for the Declarant

SCHEDULE "B"
CONSENT OF MORTGAGEE
CONSENT UNDER CLAUSE 7(2)(b) OF THE ACT


There are no mortgages registered against the Property and therefore no mortgagee consents are required.

SCHEDULE "C"**BOUNDARIES OF UNITS** (Being Units 1 to 25 inclusive on Level 1)

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

I hereby certify that the boundaries of the Units are controlled by the monuments illustrated on Part 1, Sheet 1 of the Description

December 15, 2016
Dated



Bruce S. Baker
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any pipes, wires, cables, conduit, equipment, fixtures, structural components and/or other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

SCHEDULE "D"

**PROPORTION OF COMMON INTEREST AND
PROPORTION OF CONTRIBUTION TO COMMON EXPENSES
EXPRESSED IN PERCENTAGES**

Subject to the provisions of paragraph 2(2) of this Declaration, the proportions of the Common Interest and the proportionate contributions to the Common Expenses set out herein are determined on the basis of parity amongst all Units.

UNIT	LEVEL	PERCENTAGE OF COMMON INTEREST	PERCENTAGE OF COMMON EXPENSES
1	1	4.00	4.00
2	1	4.00	4.00
3	1	4.00	4.00
4	1	4.00	4.00
5	1	4.00	4.00
6	1	4.00	4.00
7	1	4.00	4.00
8	1	4.00	4.00
9	1	4.00	4.00
10	1	4.00	4.00
11	1	4.00	4.00
12	1	4.00	4.00
13	1	4.00	4.00
14	1	4.00	4.00
15	1	4.00	4.00
16	1	4.00	4.00
17	1	4.00	4.00
18	1	4.00	4.00
19	1	4.00	4.00
20	1	4.00	4.00
21	1	4.00	4.00
22	1	4.00	4.00
23	1	4.00	4.00
24	1	4.00	4.00
25	1	4.00	4.00
TOTAL		100.00%	100.00%

SCHEDULE "E"
COMMON EXPENSES

Common expenses, without limiting the definition ascribed thereto, shall include the following:

1. All expenses of the Corporation incurred by it or by the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any By-law of the Corporation or by agreement.
2. All sums of money levied against, charged to or paid by the Corporation on account of insurance coverage, taxes, utilities, repair and maintenance and services including, without limiting the generality of the foregoing, levies or charges for each of the following, if such service is provided:
 - (a) maintenance materials, tools and supplies;
 - (b) snow removal, grass cutting and landscaping which the Corporation is responsible for herein;
 - (c) repair and maintenance of the Common Elements;
 - (d) insurance premiums and deductibles subject to Section 105(2) and (3) of the Act;
 - (e) water and sewage, electricity and gas for Common Elements;
 - (f) repair and maintenance of common roads, visitors parking spaces, landscaped areas, entry systems and common area sidewalks; and
 - (g) garbage collection and waste disposal;
3. The payment of realty taxes (including local improvement charges, if applicable) levied against the property held by the Corporation and which are the responsibility of the Corporation.
4. Remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the proper operation and maintenance of the property.
5. The cost of any equipment for use in and about the Common Elements, including any repairs, maintenance or replacement of the Common Elements and assets of the Corporation.
6. The cost of engineering, appraisal, legal, bank charges, accounting, auditing and secretarial or other professional or administrative services required by the Corporation in the performance of its objects, duties and powers.
7. The cost of maintaining fidelity bonds as provided for by the By-laws.
8. The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation.
9. Contributions to the reserve fund.
10. The reimbursements to affected Owners for the cost of any water and electrical consumption attributable to the Common Elements.
11. The obligations of the Corporation pursuant to the provisions of this Declaration.

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SCHEDULE "F"

**EXCLUSIVE USE OF PORTIONS OF
THE COMMON ELEMENTS**

There are no exclusive use portions of the Common Elements in this Condominium.


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 this 14 day of December, 2016

SIFTON PROPERTIES LIMITED

Per: 
Richard Sifton
President & CEO

Per: 
Wayne Reid
Vice President Finance & Administration
We 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 the Town of Ingersoll in respect of the proposed vacant land condominium at 35 Chatfield Street and 1 Chamberlain Street, Ingersoll, Ontario, legally described as Part of Blocks 62, Plan 41M-309 designated as Parts 1, 2, 3 & 4, Plan 41R-9397, Town of Ingersoll, County of Oxford, 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,
- 3. the items described in clause 158(3) (b) of the Act will be included in an amendment to the description.

Dated this 14 day of December, 2016

THE CORPORATION OF THE TOWN OF INGERSOLL

Per: [Signature]
Name: Gabriel (Top) Co. vis Key

Per: [Signature]
Name: Michael Graves
Title: Clerk

We have authority to bind the Corporation.

*and Part of Block 63, Plan 41M-309, designated as Part 1 on Plan 41R-9395

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SCHEDULE "H"

FACILITIES AND COMMON ELEMENTS

1. Structures and improvements included in the Common Elements:
 - (a) Perimeter fencing and improvements
 - (b) Landscaping within the Common Elements
2. Facilities and services included in the Common Elements:
 - (a) Final roads and curbs
 - (b) Light standards along the internal roads