

PURCHASER INFORMATION PACKAGE



THE TOWNS AT
HARRISVIEW

I N G E R S O L L

The vendor and builder of The Towns at Harrisview – Warren D. Sinclair Construction Ltd. – is the first owner of all of the units in this condominium plan, but is not the declarant of the property. As the first purchaser, only Warren D. Sinclair Construction Ltd. was entitled to receive a Disclosure Statement from the declarant (Sifton Properties Limited) and to rely upon the rescission rights set out in the *Condominium Act, 1998*. This information package (comprised of this document and attachments) is provided to purchasers of the homes constructed by Warren D. Sinclair Construction Ltd. as a courtesy to help ensure that such purchasers are informed about the condominium and their rights in relation to it.

THE HOME YOU PLAN TO BUY is a unit in a **condominium property** that goes by the legal name, “Oxford Vacant Land Condominium Plan No. 119,” and is also known as “**The Towns at HarrisView**”. Since it is a condominium, this means that while you own the home you will be subject to various rights and responsibilities, including paying your share of the condominium’s expenses, and, ideally, participating in its operation and government.

The Condominium and Its Units

“**Condominium**” is a kind of property ownership in which owners have title to individual parts of the property called “**units**”, and then they share ownership with each other (as “tenants in common”) of the balance of the lands in the condominium, which are called the “**common elements**”. Each owner’s share in the common elements is called his or her “**common interest**”. The proportion of the common interest allocated to each unit is set out in Schedule D of the condominium’s declaration (discussed later in this document), as is each owner’s proportionate share of the obligation to pay the condominium’s “**common expenses**”.

In The Towns at HarrisView, each unit will contain a town-home style dwelling as well as a portion of the rear and front yard areas, a single-car driveway and garage. The balance of the property – the common elements – include interior roads and landscaped areas as well as many components related to various services, such as sanitary and storm sewers, utility conduits, cables, pipes, etc., street-lighting and perimeter fences. There are no recreational amenities or other features of the property than what is necessary for access to and occupancy of the homes.

Creation and Governance of the Condominium

A condominium in Ontario is created when a **declaration** (a document stating the developer’s intention to make the land a condominium) and a **description** (a survey plan that shows the overall property boundaries and the location of each of the units) are registered on title to a block of land, following the requirements of Ontario’s *Condominium Act, 1998* (the “Act”).

The description defines what is called the “condominium plan” (i.e., Oxford Vacant Land Condominium Plan No. 119) and is the key document for determining the extent of the property overall, and the extent of each owner’s unit.

The declaration contains many important provisions including the legal description of the lands, notice of any easements that already exist over the property, and many basic rules about how the condominium is to be operated and lived in. The declaration of this condominium (registered on December 28, 2016, as Instrument No. CO158582) includes provisions that deal with leasing units, keeping pets, repairing and maintaining the property, insurance obligations, and many other important matters. Owners should read and be familiar with the declaration of the condominium. **A copy of the registered declaration is provided to you along with this document.**

When a condominium is created, a “condominium corporation” also comes into existence. For this condominium, the corporation is called **Oxford Vacant Land Condominium Corporation No. 119**. The duty of the condominium corporation is to manage the condominium property on behalf of the owners. The corporation primarily takes care of the common elements, but also has a duty to ensure that the owners and occupants of the condominium units also fulfill each of their duties in respect of the property and comply with the condominium’s rules.

The owners elect a **board of directors** to lead the corporation. The corporation and board are, in some ways, like a municipal government, though they only have authority over the condominium property, and only to the extent that the Act allows. All owners should feel encouraged to take a turn at participating on the board or in other capacities (e.g., as an officer or volunteer serving under the board) to help ensure the condominium runs well and that no owner’s or unit’s needs or interests are forgotten. The more owners willingly participate in the activities of the corporation, usually the better run it will be. **Also provided with this document is a copy of the current by-laws of the condominium that deal with many aspects of the condominium’s governance.**

About Oxford Vacant Land Condominium Plan No. 119

This condominium was created by Sifton Properties Limited (the “**declarant**”). The declarant arranged for the basic design and servicing of the property, and obtained municipal approval for it. The declarant then sold all of the units in the condominium to Warren D. Sinclair Construction Ltd. (the **builder** and **vendor** of the homes on the units). The declarant retains certain rights under the declaration, but you are purchasing your unit from the builder/vendor and it is the builder/vendor who is providing you with this information. For contact purposes, the builder/vendor’s address is 264 Lawrence Ave., Kitchener, Ontario N2M 1Y4. Its phone number is 519-743-8421. You can email the vendor through its legal counsel for this development (Clifton Kok LLP) at mclifton@cklegal.ca.

The condominium is a freehold condominium that is a **vacant land condominium**. In the Act, “vacant land condominium” means a condominium that was registered before any homes were constructed on it. The builder/vendor is constructing the homes that make up The Towns at HarrisView. All of the homes are newly built and are not pre-existing buildings converted from a previous use. Each of the homes is therefore subject to the Tarion Warranties provided under the *Ontario New Home Warranties Plan Act* at the time of purchase from the builder/vendor. (Therefore, there are no other warranties unless expressly set out in your agreement of purchase and sale.)

There are several details, restrictions and obligations pertaining to the units and the common elements that are set out in the declaration. The following are just some of the matters that may be important for each unit owner to know.

Living in the Towns at HarrisView

RESIDENTIAL USE

There are to be 25 homes within the condominium. The homes in this condominium are to be used solely for residential purposes. No home may be used for any commercial purpose, although home offices are permitted where allowed in accordance with municipal regulations.

MAINTENANCE AND REPAIR

Each unit owner must maintain and repair his or her own unit and the condominium corporation is responsible to maintain and repair the common elements. However, the declaration also contains provisions that allow the condominium corporation to provide landscaping and/or snow removal services with respect to the units, in the discretion of the corporation (which means, the discretion of the board of directors of the corporation, which is elected by the owners to manage the condominium on their behalf).

EXPENSES

“Common expenses” are all costs the condominium corporation incurs and pays in order to manage and operate the condominium in compliance with the Act, declaration, by-laws and rules of the condominium. They include but are not limited to the expenses set out in Schedule E to the declaration.

Pursuant to such Schedule D, each of the units has an equal 4% share in the common interest and of the obligation to pay common expenses. This is subject to paragraph 2.2(b) of the declaration which sets out that proportionate shares of the obligation to pay common expenses may differ for certain units prior to development and sale of homes. Other than in this regard, no unit is exempt from any costs attributable to every other unit.

Unit owners are required to pay their respective shares of the common expenses. Where an owner fails to do so, the condominium corporation has a lien against the owner’s unit, which lien can be enforced in the manner of a mortgage. Owners should seek to ensure that their account with the corporation is kept in good standing.

There will also be costs applicable to individual units, such as for property taxes, homeowner insurance premiums, repairs, cleaning, maintenance, utility services to the unit, and so forth. These costs are not shared amongst the owners or managed by the condominium.

HOME INSURANCE

The unit owners are required to insure their own units. In a vacant land condominium corporation, the condominium does not carry insurance for any of the units, but only for general liability on and damage to the common elements, and for directors and officers of the corporation. The declaration requires that unit owners may be required by owners of neighbouring units (in the same block of townhomes) to provide evidence of adequate home insurance coverage.

PETS

Pets are permitted in the units, subject to the rules of the condominium. The condominium’s board of directors may require a pet to be removed if it is a nuisance. Also, certain kinds of pet are not permitted: namely, “attack dogs,” including Pitbulls, Dobermans and Rottweilers. Pets must be kept on a leash when outside of their own units.

PARKING

There is no visitor parking within the condominium. Each home will include a single-car driveway and garage. Parking on other parts of the condominium property is not permitted.

RENOVATIONS, IMPROVEMENTS AND RESTRICTIVE COVENANTS

The property is subject to registered restrictive covenants. **A copy of the restrictive covenants is provided along with this information document.** No unit owner may make any changes to his or her unit that are contrary to those restrictions. Also, an owner must obtain the builder/vendor’s consent (and, in some cases, the municipality’s) before making any changes to the unit. Alterations to the common elements are strictly prohibited without approval from the board of directors and satisfaction of the other requirements of the Act.

Before making or planning to make any changes to the property, unit owners must carefully review the Act and the declaration of the condominium to ensure that what is proposed to be done is permitted, or that all necessary permissions have been obtained first. The corporation may require a unit owner to reverse any changes done without proper authority, or in some circumstances may be entitled to repair the property itself. In either case, the corporation can require the unit owner to cover all its costs regarding the same.

WATER AND HYDRO

Each unit will be separately metered for hydro and water consumption. The declaration provides a warning that some units may contain a water value and/or electrical meter that serve the common elements. Although within a unit, these items are parts of the common elements and the responsibility of the corporation to use, maintain and repair. Owners of

such units are not permitted to obstruct access to such equipment. Also, the property may be serviced by a Non-Municipal Drinking Water System, as that term is defined by the *Safe Drinking Water Act, 2002* (see sections 5.4 and 9.4 of the declaration). If it is, then such system will be either part of the common elements or an asset of the corporation. Section 5.4 of the declaration states the corporation must operate, maintain, inspect, repair, replace and keep in good repair any such system, all in strict compliance with the requirements of the *Safe Drinking Water Act, 2002*.

Additional Information

The following information is the kind of information that a declarant would be required to provide to the first purchasers of condominium units. Although this requirement does not apply in this case, the builder/vendor wishes to provide these details to purchasers.

1. The builder/vendor intends to sell each of the units to homeowners who may live in the units. However, some units may be sold to investors whose intention is to lease the units. The builder/vendor does not intend that any units should be purchased for the purpose of the purchaser selling them again immediately after closing. Your agreement of purchase and sale prohibits any steps being taken to resell a unit before your purchase has closed.
2. The builder/vendor does not intend to lease any units directly, but reserves the right to lease any unsold units.
3. No part of the common elements is subject to a lease or license.
4. The condominium corporation is not required to purchase any units or assets, or to pay fees to the declarant or to the builder/vendor other than ordinary fees or other charges associated with the provision of any service to the condominium (such as snow or garbage removal), if any. Neither the declarant nor the builder/vendor is obligated to provide such services.
5. There are no agreements or leases that the corporation was required to enter into with the declarant (or any subsidiary, holding company or affiliate of the declarant) other than the agreements described in paragraph 6.
6. The corporation is subject of an agreement to indemnify the declarant, Sifton Properties Limited, with respect to owners' obligations under municipal agreements registered against title to the property. **A copy of this agreement is provided with this document.** Included in this agreement is a promise by the corporation not to increase the budget of the condominium over the projections provided by the declarant to the first purchaser of all of the units, which includes a projection of monthly common expense contributions of about \$150 per unit. For your further information, it is, in fact, the intention of the builder/vendor, following "turnover" (whereby the declarant's appointed board of directors ceases to have control of the condominium) to reduce the projected budget during the initial period of ownership and to readjust the budget based on actual known or projected costs once as units are prepared for sale. The up-to-date budget will be provided to purchasers requesting status certificates once prepared. The builder/vendor anticipates being able to set the unit common expense contributions at no more than \$99 per unit per month.
7. The builder/vendor does not intend to cause the corporation to amalgamate with another condominium corporation.
8. Neither the builder/vendor nor the declarant nor any affiliate or subsidiary of either of them, own lands adjacent to the condominium property.
9. Mail delivery will be from a designated Centralized Mail Box, which will be at a location determined by Canada Post.
10. There are no representations with respect to the quality of materials or appearance of buildings in the condominium other than those specifically set out as representations herein or in your agreement of purchase and sale.
11. The builder/vendor is not aware of any judgements against the corporation or of any pending law suit to which the condominium is or will be a party.
12. A reserve fund was established at the time that the condominium was created by the declarant, and an initial deposit of over \$2,000 was made by the builder/vendor at the time the builder/vendor purchased the units. Details of the reserve fund and certain other financial information will be provided along with the status certificate requested by the purchaser. A reserve fund study will be completed in the ordinary course during the first year of operation of the condominium (so, prior to the end of December, 2017).

The following attachments are provided:

- A. Copies of registered declaration and description.
- B. Copies of registered By-law Nos. 1 and 2 and condominium rules.
- C. Copy of registered Restrictive Covenants.
- D. Copy of signed Indemnity Agreement.