

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.

OFFICE SCHEDULE

Number 00158582
CERTIFICATE OF RECEIPT
OXFORD No. 41 (WOODSTOCK)

DEC 28 2016 @ 10:42

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*, 2016 (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

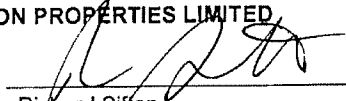
This Declaration shall take effect upon registration.


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 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.

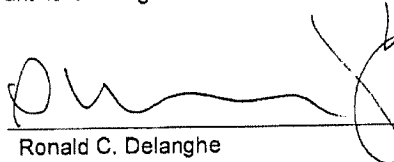
Subject to an easement in favour of Bell Canada to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities or any part thereof forming part of continuous lines of Bell Canada and all appurtenances or accessories thereto in, over, under, across 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 (Tom) Corvis Key

Title: Mayor
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

Properties

- PIN* 00413 - 0001 LT
- Description* UNIT 1, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0002 LT
- Description* UNIT 2, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0003 LT
- Description* UNIT 3, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0004 LT
- Description* UNIT 4, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0005 LT
- Description* UNIT 5, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0006 LT
- Description* UNIT 6, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0007 LT
- Description* UNIT 7, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0008 LT
- Description* UNIT 8, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0009 LT
- Description* UNIT 9, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0010 LT
- Description* UNIT 10, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0011 LT
- Description* UNIT 11, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

Properties

PIN 00413 - 0012 LT
Description UNIT 12, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0013 LT
Description UNIT 13, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0014 LT
Description UNIT 14, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0015 LT
Description UNIT 15, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0016 LT
Description UNIT 16, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0017 LT
Description UNIT 17, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0018 LT
Description UNIT 18, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0019 LT
Description UNIT 19, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0020 LT
Description UNIT 20, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0021 LT
Description UNIT 21, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0022 LT
Description UNIT 22, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 00413 - 0023 LT
Description UNIT 23, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0024 LT
Description UNIT 24, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0025 LT
Description UNIT 25, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

Applicant(s)

Name OXFORD VACANT LAND CONDOMINIUM CORPORATION NO. 119
Address for Service 195 Dufferin Avenue, Suite 800, London, ON N6A 1K7

Oxford Vacant Land Condominium Corporation No. 119 hereby certifies that by-law number 1 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Richard Sifton (President), have the authority to bind the corporation.

Signed By

Jeannette Yvonne Bronson 80 Dufferin Ave. acting for Signed 2016 12 29
London, ON Applicant(s)
N6A 4G4

Tel 519-672-4131
Fax 519-672-3554

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

LERNERS LLP 80 Dufferin Ave. 2016 12 29
London, ON
N6A 4G4

Tel 519-672-4131
Fax 519-672-3554

Fees/Taxes/Payment

Statutory Registration Fee \$63.35
Total Paid \$63.35

File Number

Applicant Client File Number : 932-2075

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the Condominium Act, 1998)

Oxford Vacant Land Condominium Corporation No. 119 hereby certifies that:

1. The copy of By-Law Number 1, attached hereto, is a true copy of the By-Law.
2. The By-Law was made in accordance with the Condominium Act, 1998.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-Law.

Dated this 20th day of December, 2016

**OXFORD VACANT LAND CONDOMINIUM
CORPORATION NO. 119**

Per: _____


Richard Sifton
President

I have authority to bind the Corporation.

BY-LAW NO. 1

Being a by-law relating generally to the transaction
of the business and affairs of:

OXFORD VACANT LAND CONDOMINIUM CORPORATION NO. 119

**ARTICLE 1
DEFINITIONS**

- 1.1 Definitions: Unless otherwise defined in this by-law, the terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998* (Ontario) (hereinafter called the "Act") and the Declaration of the Corporation.

**ARTICLE 2
SEAL**

- 2.1 Seal: The corporate seal of the Corporation shall be in the form impressed hereon. The seal shall at no time be used except by authority of the Board previously given. The Board shall be entitled to alter the existing seal and adopt a new seal at any time in its discretion.

**ARTICLE 3
RECORDS**

- 3.1 Requirement to Make and Retain Records: The Corporation or its duly appointed property management company shall keep adequate records as required by Section 55 of the Act, including, without restriction:
- (a) all financial books, records, reports, audited and unaudited financial statements, budgets, assessments and expenditures of common expenses or special assessments, invoices, cheques, receipts, deposits, banking documents and any other financial documents referred to in the Act, Declaration or by-laws of the Corporation for at least its past six (6) financial years;
 - (b) one or more minute books containing the minutes of all meetings of owners, the Board or any committee thereof, including all notices, agendas, requisitions, records of attendance, motions, resolutions, record of any votes tabulated, any proxies or ballots until properly destroyed and any written consents of owners;
 - (c) a copy of the Declaration, description, by-laws, rules, regulations and policies;
 - (d) all turnover lists, items, records, as-built plans and specifications and other documents mentioned in Sections 43(4) and (5) of the Act;
 - (e) any performance audit report, technical audit report, records pertaining to building deficiencies, damage or repair reports and all other existing evidence relating to any potential legal or insurance claim effecting the Corporation;
 - (f) a record of all reserve fund studies, updates, Form 15 reserve fund notices, reserve fund summaries, funding plans, statements of deficiencies and investment plans of the Corporation;
 - (g) a copy of all agreements, including, without restriction, a management agreement, mutual use agreement, insurance trust agreement, telecommunications agreement, owners' alterations agreement and any other agreements with any other contractor or agent for the provision of facilities, goods or services, any easements, leases, licences, deeds, transfers, mortgages or security agreements entered into by or on behalf of the Corporation and all documents arising in connection therewith;
 - (h) all plans, specifications, quotes, reports, statements, invoices and documents applicable to any material or services supplied to the Corporation;
 - (i) any report or opinion received from an inspector, administrator, mediator, arbitrator, appraiser, lawyer, auditor, engineer, contractor or agent, in any court order;

- (j) the record of owners and mortgagees, lease record, the names and addresses for service of the directors and officers, Property Manager and status certificate provided, as well as their respective terms of office;
 - (k) a copy of all notices sent or received on behalf of the Corporation;
 - (l) all requests for status or estoppel certificates and a copy of the certificates issued; and,
 - (m) a unit file for each unit containing confidential information including, without restriction, confidential information referred to in subparagraph 3.4(c) and any other non-confidential information pertaining to that unit, any owner and resident thereof and a copy of all consents for alterations to the units and/or the common elements in accordance with the Declaration and Act, including any owner's alterations agreement entered into with any owner.
- 3.2 Records Retention: The Corporation shall keep all financial records for at least six (6) years from the end of the last fiscal period to which they relate, in addition to satisfying the requirements of any taxing authority of Ontario, Canada or any other public authority to which the Corporation is subject. Only the Board may authorize the destruction of any of the Corporation's financial records beyond the aforesaid six (6) year deadline or any other records deemed by the Board to no longer be relevant.
- 3.3 Review of Records: Upon receiving a written request and reasonable notice, the Corporation shall permit an owner, a purchaser or a mortgagee of a unit or an agent of one of them duly authorized in writing, to examine the records of the Corporation, except those records described in paragraph 3.4, at a reasonable time for all purposes reasonably related to the purposes of the Act. Subject to such other arrangements as may be mutually agreed, specified non-confidential records may be reviewed by appointment at the location of the records at any time after five (5) business days' prior written notice given to the Corporation's manager for an appointment period not to exceed two (2) hours each, in a manner which does not disrupt the business operations, availability of staff and facilities and scheduling of the Property Manager or Corporation.
- 3.4 Limitations: The right to examine records under paragraph 3.3 does not apply to:
- (a) records relating to employees of the Corporation, except for contracts of employment between any of the employees and the Corporation;
 - (b) records relating to actual or pending mediation, arbitration, litigation or insurance investigations involving the Corporation;
 - (c) subject to paragraph 3.5, records relating to specific units, owners or residents, including, without restriction, an owner or resident's name, address and phone number, the contents of any resident information form, a lease or summary of lease, compliance demand, correspondence and documents, any personal, financial, health, safety or security data, documents and any other information pertaining to the unit owner, resident or unit designated by the unit owner or resident, or deemed to be confidential by the Board from time to time; or
 - (d) any draft or unapproved reports, contracts, documents, financial statements, budgets, financial meetings of owners, directors or a committee thereof, until approved by the Board, and the minutes of any *in camera* confidential discussions by the Board.
- 3.5 Unit Records: Subparagraph 3.4(c) does not prevent:
- (a) an owner, a purchaser or a mortgagee of a unit or an agent of one of them from examining records under paragraph 3.4 that relates to the unit of the owner, the unit being purchased or the unit that is subject to the mortgage, as the case may be; or
 - (b) an owner of a unit or an agent of an owner from examining records under paragraph 3.3 that relates to that owner.
- 3.6 Copies of Records: Each person who requests a copy of any records of the Corporation shall execute and deliver to the Corporation the Corporation's standard form Record Acknowledgment whereby the person covenants and agrees to comply with the requirements of this Article, prior to delivery of any such report to such person. The Board may establish and amend the Record Acknowledgment from time to time. The

Corporation shall, within a reasonable time, provide copies of the records to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges, including, without restriction, labour rates for processing a request to inspect or copy records, retrieval from archives, compiling, providing and supervising the review, selection and copying of selected records at a reasonable hourly rate allocated to each staff person involved, together with an overhead allocation at an equivalent hourly rate, along with the cost of paper, toner and a wear, work-and-tear component for equipment at a rate of an additional per copy cost, all of which costs shall be determined by the Board as reasonable costs chargeable from time to time. Use of a copy of any record of the Corporation or any information contained therein for the purpose of contacting the owners or mortgagees of the Corporation to solicit the purchase, sale or leasing of units, to provide advertising for or for any other commercial purpose, or to circulate defamatory information or for distribution to any public media is strictly forbidden. Any person who requests a copy of any of the Corporation's records and who uses any information contained therein for any purpose other than for the purposes of the Act or for the benefit of the Corporation shall be subject to a claim for damages which shall be deemed to be suffered by the Corporation, for a minimum liquidated amount of Five Hundred (\$500.00) Dollars which shall be deemed not to constitute a penalty, fine, administrative fee or common expense. The records of the Corporation shall be maintained on a private and confidential basis and neither copies of such records nor any information contained therein shall be distributed, copied, reproduced or otherwise disseminated to third parties, other than the directors, officers, managers, owners and professional advisors of the person who needs to know such information.

ARTICLE 4 **MEETING OF OWNERS**

- 4.1 Annual Meeting: The annual meeting of the owners shall be held at such place within the Town of Ingersoll, or such other location as may be convenient at such time and on such day in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation, to be read at and laid before the owners at an annual meeting; electing directors; appointing an auditor and fixing or authorizing the Board to fix the auditor's remuneration and for the transaction of such other business as may properly be brought before the meeting. Not more than six (6) months shall elapse following the date of the fiscal year end of the Corporation before the holding of the next annual general meeting.
- 4.2 Other Meetings: The Board may at any time call meetings of the owners of the Corporation to be held at such time and at such place within the Town of Ingersoll or such other location as may be convenient as may be set out in the notice for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The Board shall also call a meeting upon notice in writing of fifteen percent (15%) of the owners who together own at least fifteen percent (15%) of the units. Such meetings shall be held within thirty-five (35) days of the giving of such notice. If the Board does not within thirty-five (35) days from the date of any such notice call and hold such meetings, any of the owners may call the meeting which shall be held within forty-five (45) days from the date of receipt of the notice by the Board. The notice calling such meeting shall state the general nature of the business to be presented at the meeting, shall be signed by the owners who gave such notice and shall be deposited at the address for service of the Corporation.
- 4.3 Notices: Notice of the time and place of each annual, regular or other meeting of the owners shall be given not less than fifteen (15) days before the day on which the meeting is to be held, to the auditor of the Corporation, and to each owner, and mortgagee who is entered on the register. Such notices shall be in writing and shall be given to each owner personally, or by prepaid mail addressed to each owner at that owner's unit, or as otherwise provided by the Act, and to each mortgagee entitled to vote, personally or by prepaid mail addressed to the mortgagee at the address provided in the notice required to be given by the mortgagee as provided for hereafter. The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he or she has become an owner or to any mortgagee who has not notified the Corporation of an address for service. Notice of meetings as hereinbefore required shall specify the place, the date, and the hour thereof and the nature of the business to be presented. Any required notice shall be deemed to be sufficiently given if given in accordance with this clause.

- 4.4 Reports and Minutes: A copy of the Financial Statement and a copy of the auditor's report shall be given to every owner and mortgagee entered on the register concurrently with the giving of the notice of the annual meeting. The Board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, the report of the auditor, if one has been engaged by the Corporation, to the owners and such further information respecting the financial position of the Corporation as the by-laws of the Corporation require.
- 4.5 Persons Entitled to be Present: The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, any others entitled to vote thereat, directors and officers of the Corporation and others who although not entitled to vote, are entitled or required to be present at the meeting, which shall include the Property Manager, the auditor and the solicitor of the Corporation. Any other person may be admitted only on the invitation of the Chair of the meeting or with the consent of the meeting. The proceedings and business of the Corporation conducted at a meeting of owners is private and confidential for the benefit of the condominium owners and mortgagees only. Information and reports arising at a meeting of owners shall not be communicated or repeated in any public media or utilized in any manner which may result in devaluation of the units of the Corporation, provided that the Board, in its discretion, shall be entitled to provide statements or reports to third parties, any media or the public. All persons present at a meeting shall conduct themselves with decorum and integrity, and any person who disrupts a meeting may be removed by the Chair of the meeting.
- 4.6 Quorum: At any meeting of owners, a quorum shall be constituted when persons entitled to receive notice of the meeting and to vote at the meeting and owning not less than twenty five (25%) of the units are present in person or represented by proxy at such meeting.
- 4.7 Right to Vote: At each meeting of owners, every owner shall be entitled to vote who is entered on the register as an owner or has given written notice to the Corporation at its address for service that he or she is an owner. If a unit has been mortgaged, the person who mortgaged such unit (or his proxy) may nevertheless represent such unit at a meeting and vote in respect thereof, unless in the instrument creating the mortgage the owner has or is deemed to have authorized or empowered the mortgagee to vote, and the mortgagee has exercised such right in the manner required by the Act. In that event such mortgagee (or his or her proxy) may attend meetings and vote in respect of such unit. Any dispute over the right to vote shall be resolved by the Chair of the meeting upon reviewing such evidence as he may deem sufficient. All voting by such owners or mortgagees shall be on the basis of one vote per unit. Except where a unanimous vote of all owners is required by the by-laws or the Act, an owner is not entitled to vote at any meeting if any contributions payable in respect of his or her unit are in arrears for more than thirty (30) days prior to the meeting. This provision shall apply notwithstanding anything contained herein or in the Declaration to the contrary, but nothing herein or in the Declaration shall limit the right of a mortgagee to exercise the right of the owner to vote at such a meeting pursuant to a proxy contained in its mortgage.
- 4.8 Method of Voting: At any annual general or other meeting, any question shall be decided by a show of hands unless a recorded vote is demanded by a person, entitled to vote in person or by proxy, and unless a recorded vote is so demanded a declaration by the Chair that such question has by the show of hands been carried is prima facie proof of that fact. No vote shall be taken at a meeting of owners on any matter other than routine procedure unless that matter was clearly disclosed in the notice or agenda of the meeting, provided that no vote shall be taken at a meeting designated as an Information Meeting.
- 4.9 Representatives: An executor, administrator, committee of a person declared incapable of managing property, attorney, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his or her appointment, shall represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator, committee, attorney, guardian or trustee, the provisions of paragraph 4.11 of this by-law shall apply.

- 4.10 Proxies: Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.
- 4.11 Co-Owners: If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted. All voting by such owners or mortgagees shall be on the basis of only one vote per unit in any event.
- 4.12 Votes to Govern: At all meetings of owners every question shall, unless otherwise required by the Act or the Declaration or by-laws be determined by a majority of the votes duly cast on the question. The Chair shall not, in the case of a tie, cast a deciding vote, but shall be entitled to a vote in the normal course as the owner of a unit or as the proxy appointed pursuant to a proxy instrument.
- 4.13 Meeting Chair: The Board shall be entitled to appoint the Chair of all meetings of directors and owners, failing which the President of the Corporation shall act as Chair of all such meetings, but in the event the President is unable or unwilling to do so, any director in order of seniority shall chair such meetings. The Chair shall act impartially and in the best interests of the Corporation as a whole to ensure the meeting is duly constituted and carries on business on a relevant, orderly and timely basis in accordance with the agenda and the powers, rights and duties set out in the Act and the Corporation's Declaration, by-laws and rules of order. A person wishing to be a candidate as a director shall not chair a portion of a meeting of owners during which an election of directors will be held. The Chair approved by the Board need not be a unit owner, however notwithstanding paragraph 4.12 of this by-law, the Chair shall not vote unless the Chair is the owner of a unit or the proxy appointed pursuant to a proxy instrument.
- 4.14 Chair's Final Decisions: The Chair shall appoint the recording secretary who shall record the minutes of the meeting and the scrutineers who shall act impartially and fairly to collect, tabulate and report to the Chair the results of any election vote or such other vote results as may be requested by the Chair. The decision of the Chair is final and binding with respect to determination of the right of persons to attend a meeting of owners, registration requirements, attainment of quorum, proper notice, whether the meeting is duly constituted, rulings on procedural matters, rules of order, relevancy, timing, the validity of proxies, ballots, votes, scrutineers' reports and the conduct of the meeting, subject to legal requirements of administrative fairness.
- 4.15 Requisitioned Meetings: A requisition for a meeting of owners may be made by those owners who at the time the Board receives the requisition, own at least fifteen percent (15%) of the units, are listed in the record maintained by the Corporation under Subsection 47(2) of the Act and are entitled to vote. The requisition shall fully comply with the Act, shall clearly state the nature of the business to be presented and, if removal of a director is proposed, shall clearly state the name of the director, the reasons for the removal and whether or not the director occupies a position on the Board reserved for voting by owners of owner-occupied units. The specific reasons for removal must be clearly detailed in order to provide owners and each director who is proposed to be removed with a clear understanding of the particulars upon which any allegations justifying removal are founded. Generally stated reasons for removal of one or more directors shall not suffice. Persons who make any oral or written statements during proxy solicitations, in newsletters or at a requisitioned meeting shall conduct themselves with decorum and integrity, exercising due diligence to ascertain the accuracy of their statements and avoiding defamation. All requisitioned meetings shall be held in accordance with this by-law and the Corporation's rules of order.

ARTICLE 5 **THE CORPORATION**

- 5.1 Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to the following:
- (a) Control, management, administration, operation, care, upkeep and maintenance of the common elements and assets of the Corporation;

- (b) Collection of the common expense charges from the owners;
- (c) Preparation of the annual budget for the Corporation;
- (d) Obtaining and maintaining insurance for the Property as may be required by the Act, the Declaration or the by-laws;
- (e) Repairing and restoring the common elements in accordance with the provisions of the Act, the Declaration and by-laws;
- (f) Causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees as required by the Declaration or the Act;
- (g) Keeping accurate accounting records and keeping such records open for inspection at the request of unit owners upon reasonable notice;
- (h) Establishing and maintaining one or more reserve funds;
- (i) Effecting compliance with the Act, the Declaration, the by-laws and the rules and regulations from time to time.

5.2 Powers of the Corporation: The powers of the Corporation shall include, but shall not be limited to the following:

- (a) Employment and dismissal of personnel or agents necessary for the maintenance and operation of the common elements;
- (b) Adoption and amendment of rules and regulations concerning the operation and use of the Property;
- (c) Employment of a Property Manager at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;
- (d) Obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such a manner as the Board may deem reasonable;
- (e) Investing reserves held by the Corporation, provided that such investment shall be those permitted by the *Trustee Act* (Ontario) or any successor statute and amendments thereto, and convertible into cash in not more than ninety (90) days;
- (f) To settle, adjust, compromise or refer to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (g) Borrowing such amounts as in its discretion are necessary or desirable in order to carry out the objects and duties of the Corporation and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation and to add the repayment of such loan to the common expenses, subject to Article 21 below;
- (h) Entering into such agreements, leases or licenses as deemed appropriate and reasonable by the Board, whether in relation to the Common Elements or otherwise;
- (i) To retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds;
- (j) To sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing subject to the provisions of Section 97 of the Act.

- 5.3 Tax Assessment Appeals: The Corporation is authorized to object on behalf of owners to assessments of realty taxes arising under the *Assessment Act* (Ontario) against owners' units and their appurtenant common interest, if the Corporation gives notice of the objection to the owners in accordance with the notice requirements set out in the by-laws of the Corporation. The Corporation is authorized to defray the cost of objections out of the common expenses. The Corporation shall have the capacity and authority to make a complaint under Section 40 of the *Assessment Act* (Ontario) on behalf of owners, but shall not be liable for any alteration in the assessment of a unit or for any other matter relating to the complaint, except for the cost of the complaint. Any reduction in the realty tax assessment applicable to any units and reduced municipal taxes shall accrue to the benefit of the owners of such units. An owner shall be entitled to withdraw a complaint that the Corporation has made on the owner's behalf by giving written notice to the Corporation's Board and to the Assessment Review Board before the hearing of a complaint under Section 40 of the *Assessment Act* (Ontario). On receipt of such notice from the owner, the Corporation will take all reasonable steps without delay withdraw any appeal filed on behalf of the owner in respect of the unit assessment. The Corporation shall not appeal any unsuccessful complaint pertaining to an assessment without first giving prior notice to the owners, and subject to such criteria as the Board may establish in its discretion.

ARTICLE 6 **BOARD OF DIRECTORS**

- 6.1 Board: The Board shall manage the affairs of the Corporation.
- 6.2 Standard of Care: Every director of the Corporation shall exercise the powers and discharge the duties of his or her office honestly and in good faith.
- 6.3 Quorum: Until changed by a by-law, the number of directors shall be not less than three (3), of whom one-half or more shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.
- 6.4 Qualification: Qualifications for election to the Board shall be governed by the following:
- (a) each director shall be at least eighteen (18) years of age;
 - (b) a person who is a Property Manager or staff member of the Corporation or its property management company or any contractor or agent thereof shall not qualify to be become a director of the Corporation, and in the event a director enters into such role, such director thereupon shall cease to be a director and shall be deemed to have tendered his or her resignation upon written notice given by the Board to such person, provided that no such restriction shall apply to an employee, director or officer of the Declarant;
 - (c) no undischarged bankrupt, person deemed incapable of managing property, person convicted of a crime under the Criminal Code in the past six (6) years for which a pardon has not been received, or person with respect to whom the Corporation's insurer declines to provide errors and omissions insurance or fidelity bonding, shall be a director and if a director becomes disqualified for any of those reasons, the person thereupon shall cease to be a director and shall be deemed to have tendered his or her resignation upon written notice given by the Board to such person;
 - (d) in the event a certificate of lien has been registered against a unit owned by a director or candidate to become a director and the person does not obtain a discharge of the lien within ninety (90) days after registration of the lien, such person thereupon shall cease to be a director and shall be deemed to have tendered his or her resignation upon receipt of written notice given by the Board to such person;
 - (e) in the event a director fails to attend three (3) consecutive board meetings or a minimum of two-thirds of all board meetings properly called and held during any twelve (12) month period, or if a director becomes involved as a party in any litigation or arbitration in opposition to the Corporation, or in the event it is determined by an Order of an arbitrator or Court that a director has breached his or her duty of honesty and good faith or has failed to declare a conflict of interest, the remaining directors by a vote of two thirds (2/3) thereof shall be entitled to disqualify such person as a director whereupon such person shall cease to be a

director and shall be deemed to have tendered his or her resignation upon receipt of written notice given by the Board to such person;

- (f) a director candidate need not be an owner or resident of a unit of the Corporation at the time of election or during the Director's term of office, provided that a majority of the directors remaining in office at the time of the candidate's election are resident owners of a unit or representatives of the Declarant, and provided that no more than one (1) resident owner per unit of the Corporation shall be a director; and
 - (g) the director who is resigning or whose term has expired is eligible for re-election, in compliance with the qualifications set out herein.
- 6.5 Consent to Act: A person who is elected or appointed a director shall not be a director unless the person consents to act as a director. The person shall be deemed to consent if the person is present at the meeting when elected or appointed and did not refuse to act as a director. If the person was not present at the meeting when elected or appointed, the person may consent to act as a director in writing before the person's election or appointment or within ten (10) days thereafter. The election or appointment of a person as a director contrary to this Article is ineffective.
- 6.6 Term: The directors of the Corporation shall be elected in rotation to serve a term of three (3) years and upon the expiration of their respective terms of office shall retire, but shall be eligible for re-election. In the event that more than one director is to be elected at any one time, and subject to paragraph 6.7 below, at the time of the election the directors shall be elected in whatever manner is deemed appropriate by the Chair of the meeting so that the incoming directors are elected to staggered terms such that the term of at least one director shall end at each annual meeting of the owners.
- 6.7 Removal of Director and Filling of Vacancies: Any director may be removed before the expiration of his or her term by a vote of owners who together own a majority of the units, and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the Board under the Declaration or by-laws for the remainder of the term of the director removed. A director is deemed to have resigned forthwith upon becoming a party (be it applicant, plaintiff, complainant, defendant, respondent or otherwise) to a lawsuit or application wherein the Corporation is an opposing party to such director. If a vacancy in the membership of the Board occurs other than by removal by the owners as provided for above or as a result of the number of directors being increased, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board under the Declaration or by-laws to fill the vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners.
- 6.8 Absent Directors: If a director (herein an "Absent Director") fails to attend more than fifty per cent (50%) of the meetings of the Board in any six (6) month period or should he or she fail to attend three (3) sequential Board meetings (herein a "Trigger Event"), then the other directors shall have the authority to remove the Absent Director in accordance with this paragraph. The Absent Director may be removed by a majority vote of the other directors in attendance at a meeting of the directors held in accordance with the Act and the by-laws of the Corporation. The Absent Director is not entitled to vote on the question of his or her removal and the Absent Director does not count in determining if the meeting of the directors has quorum. The written notice of the meeting at which the vote relating to the removal of the Absent Director is to be held must indicate the purpose of the meeting and must be given to all directors including the Absent Director within sixty (60) days after the Triggering Event failing which the right of the remaining directors to remove the Absent Director on account of the failure to attend meetings of the Board prior to the Trigger Event shall come to an end and do not count toward determining if a future Trigger Event has occurred. The Absent Director's term of office shall terminate immediately upon a majority vote by the remaining directors in favour of such termination, which vacancy shall be filled in accordance with paragraph 6.7 of this Declaration. The authority granted to remove a director is in addition to and shall not limit any right to remove a director pursuant to this Declaration and the provisions of the Act.
- 6.9 Calling of Meetings: Meetings of the Board shall be held from time to time at such place and at such time and on such day as a quorum of the directors may determine, and the Secretary shall call meetings when directly authorized by the said quorum of directors. Notice of any meeting so called shall be given personally, by ordinary mail or any other acceptable notice of communication to each director not less than three (3) clear days before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if

those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting. Notwithstanding the above, the Board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the election and appointment of directors by the unit owners provided a quorum of directors be present.

- 6.10 Regular Meetings: The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.
- 6.11 Electronic Participation: A meeting of the directors may be held by teleconference or other form of communication system that allows the directors to participate concurrently, if all the directors of the Corporation consent to such means used for holding the meeting. The directors' consent may be evidenced by a unanimous resolution of the Board or by individual written consent of all directors, either with respect to a specific occasion or during any and all board meetings thereafter until revoked by any director, provided that no director shall revoke his or her consent except by written notice delivered to the Corporation at least three (3) days before the next meeting of directors. For the purposes of this Article, electronic mail shall be included as a form of communication system that allows the directors to participate concurrently.
- 6.12 Interest of Directors in Contracts:
- (a) Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction to which the Corporation is or is to be a party, other than a contract or transaction in which his or her interest is limited solely to his or her remuneration as a director, officer or employee, shall declare in writing his or her interest in such contract or transaction at a meeting of the directors of the Corporation and shall at that time disclose the nature and extent of such interest including, as to any contract or transaction involving the purchase or sale of property by or to the Corporation, the cost of the property to the purchaser and the cost thereof to the seller, if acquired by the seller within five (5) years before the date of the contract or transaction, to the extent to which such interest or information is within his or her knowledge or control, and shall not vote and shall not in respect of such contract or transaction be counted in the quorum.
 - (b) The written declaration required in subparagraph 6.12(a) shall be made at the meeting of the directors at which the contract or transaction is first considered, or if the director is not at the date of the meeting interested in the contract or transaction, at the next meeting of the directors held after he or she becomes so interested, or if the director becomes interested in a contract or transaction after it is entered into, at the first meeting of the directors held after he or she becomes so interested, or if a contract or a transaction is one that in the ordinary course of the Corporation's business would not require approval by the directors or owners, at the first meeting of the directors held after the director becomes aware of it.
 - (c) If a director has made a declaration and disclosure of his interest in a contract or transaction in compliance with this paragraph 6.12 and has not been present during discussions regarding the contract or transaction and has not voted in respect of the contract or transaction at the meeting of the directors of the Corporation, the director, if he or she was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of his or her holding the office of director accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and the contract or transaction is not voidable by reason only of the director's interest therein.
 - (d) Notwithstanding anything in this paragraph 6.12, a director, if he or she was acting honestly and in good faith, is not accountable to the Corporation or to the owners for any profit or gain realized from any such contract or transaction by reason only of his holding the office of director, and the contract or transaction is not, by reason only of the director's interest therein, voidable,
 - (i) if the contract or transaction is confirmed or approved by at least two-thirds of the votes cast at a meeting of the owners duly called for that purpose; and

- (ii) if the nature and extent of the director's interest in the contract or transaction are declared and disclosed in reasonable detail in the notice calling the meeting. For the purpose of this paragraph 6.12, a general notice to the directors by a director declaring that he or she is a director or officer of or has a material interest in an entity that is a party to a contract or proposed contract with the Corporation is a sufficient declaration of interest in relation to any contract so made.

6.13 Protection of Directors and Officers: No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his or her office or in relation thereto, provided that such director or officer acted honestly and in good faith, and has exercised the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.

6.14 Indemnity of Directors and Officers: Subject to the provisions of subsection 38(2) of the Act, every director or officer of the Corporation and his heirs, executors and other legal personal representatives shall from time to time and at all times be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses which such director or officer sustains or incurs in respect of any action, suit or proceeding which is proposed or commenced against him or her for or in respect of anything done, omitted to be done or permitted or refused to be permitted by him or her in respect of the execution of the duties of his or her office;
- (b) all other costs, charges, and expenses which he or she properly sustains or incurs in respect of the affairs of the Corporation; provided such director or officer acted honestly and in good faith.

6.15 Insurance for Directors and Officers: The Corporation shall obtain and maintain Directors' and Officers' Liability Insurance, on terms acceptable to the Board, subject to the following:

- (a) The policy shall provide for coverage on a full claims-made basis, covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation. The policy shall therefore provide insurance protection for the actions of all past and present directors and officers of the Corporation;
- (b) The policy shall provide coverage on identical terms to all past and present directors and officers of the Corporation and they all shall be insureds under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present directors and officers of the Corporation, and therefore not to all past or present directors of the Corporation;
- (c) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Act and/or the Corporation's by-laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) A copy of this by-law shall be provided to the Directors' and Officers' Liability Insurer and shall be attached to any application for Directors' and Officers' Liability Insurance; and,
- (f) The Corporation's Property Manager, if any, may be included as an additional insured under the policy.

6.16 Compensation: The directors may only receive such compensation as is provided for by a by-law of the Corporation. Notwithstanding the foregoing, no such by-law shall be

required with respect to any reimbursement of reasonable expenditures made by any director on behalf of the Corporation pursuant to any paid invoice or receipt in a reasonable amount for an appropriate expenditure or with respect to any reasonable meal expenses incurred during board meetings or while conducting the business of the Corporation, provided that expenses shall be restricted to reasonable amounts which are not excessive.

ARTICLE 7 **OFFICERS**

- 7.1 Standard of Care: Every officer of the Corporation shall exercise the powers and discharge the duties of his office honestly and in good faith.
- 7.2 Elected Officers: At the first meeting of the Board after each election of directors, the Board shall elect from among its members a President. In default of such election the then incumbent if a member of the Board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.
- 7.3 Appointed Officers: From time to time the Board shall appoint a Secretary and may appoint one or more Vice-Presidents, a Property Manager, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the Board. One person may hold more than one office and if the same person holds both the office of secretary and of treasurer, he or she may be known as Secretary-Treasurer. A vacancy occurring from time to time in such offices may be filled by the Board.
- 7.4 Term of Office: The officers of the Corporation shall be elected or appointed to hold office until the first meeting of the Board after the next annual meeting following their election or appointment. The officers shall be eligible for re-election or re-appointment. Officers may continue to act until their successors are elected or appointed. In the absence of a written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation at any time.
- 7.5 President: The President shall, when present, preside at all meetings of the owners and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a Property Manager, the President shall also have the powers and be charged with the duties of that office.
- 7.6 Vice-President: During the absence of the President his or her duties may be performed and his powers may be exercised by the Vice-President. No Vice-President shall preside at a meeting of the Board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.
- 7.7 Secretary: The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto; he or she shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings. He or she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he or she shall perform such other duties as may from time to time be prescribed by the Board.
- 7.8 Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the Board, shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; he or she shall render to the Board at the meeting thereof or whenever required of him or her an account of all his or her transactions as Treasurer and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.

- 7.9 Property Manager The Property Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the Property Manager appointed by the Board shall be settled from time to time by the Board.
- 7.10 Other Officers The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.
- 7.11 Agents and Attorneys: The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.
- 7.12 Committees: The Board may from time to time establish or constitute such advisory committees to advise and make recommendation to the Board in connection with any activities undertaken (or under consideration) by the Board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committee shall be appointed by the Board to hold office, and may be removed at any time by resolution of the Board.

ARTICLE 8
BANKING ARRANGEMENTS AND CONTRACTS

- 8.1 Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank, credit union or trust company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, bankers acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the Corporations behalf to facilitate such banking business.
- 8.2 Execution of Instruments: Subject to the provisions of the Act, the Declaration or any by-laws the Corporation:
- (a) by-laws, rules, certificates, statutory reforms, deeds, transfers, assignments, leases, licences, easements, mortgages, security agreements and any other agreement, or obligation of the Corporation shall be signed and duly authorized to do so, by the President and Secretary of the Corporation or by any director who may, but need not be, an officer of the Corporation, or as the Board may from time to time by resolution decide;
 - (b) subject to the Act and the Declaration, but notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may, by resolution at any time and from time to time, direct the manner in which a person or persons by whom any document or obligation of the Corporation may or shall be signed, and any such person shall be deemed to be an authorized signing officer of the Corporation and shall be entitled to bind the Corporation;
 - (c) notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal;
 - (d) any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed by the Property Manager on behalf of the Corporation in accordance with the provisions set out in such management agreement;

- (e) any member of the Board, the Property Manager or a lawyer appointed by the Board may execute a status certificate and cause the corporate seal to be affixed thereon provided the Property Manager or Treasurer has examined the records and confirmed that the particulars set out in the status certificate are accurate; and,
- (f) any two (2) members of the Board, the Property Manager or a lawyer appointed by the Board may execute and issue a Notice of Lien to Owner, Certificate of Lien, Discharge of Lien or Notice of Power of Sale, together with any other applicable letters, documents or further assurances arising in connection therewith.

ARTICLE 9 FINANCIAL

- 9.1 Financial Year: Until otherwise ordered by the Board, the financial year of the Corporation shall, in each year, end on the last day of the calendar month immediately prior to the calendar month in which the Declaration was first registered or on such other day as the Board by resolution determines.

ARTICLE 10 LEASING OF UNITS

- 10.1 Exemption from Leasing Requirements: The provisions of this Article 10 apply to all persons including but not limited to owners, tenants, invitees, occupants and visitors, provided that, subject to the below, this by-law does not apply to any owner, tenant or occupant legally residing in a unit at the time this by-law comes into force, and who continues to occupy the unit after such date. This exemption shall extend only to the specific unit occupied by that owner, tenant or occupant.
- 10.2 Requirement to Comply with Laws: Notwithstanding the provisions of paragraph 10.1 above, owners, tenants and occupants who qualify for the exemption from this by-law must still comply with all applicable legislation and are still subject to the Declaration, rules and by-laws, including but not limited to those with respect to causing a nuisance or hazard to another person and unreasonably interfering with the rights of another person to use and enjoy the common elements, exclusive use common elements, or another unit.
- 10.3 Leasing Requirements: Subject to the Act and the Declaration, where an owner, or any person on behalf of an owner, leases a unit or offers a unit for lease, the owner shall, within thirty (30) days of entering into a lease or a renewal thereof:
- (a) notify the Corporation that the unit has been leased;
 - (b) provide the Corporation with the tenant's name, the owner's address for service and a copy of the lease or renewal agreement or a summary thereof in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01, or any successor form thereto;
 - (c) 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*."
 - (d) provide the tenant with a copy of the Declaration, the by-laws and the Rules of the Corporation.
- 10.4 Written Notice on Termination: The owner shall notify the Corporation in writing in the event that a lease of the owner's unit is terminated and not renewed.
- 10.5 Liability for Common Expenses: 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.

- 10.6 Owner Liability when Renting: 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.
- 10.7 Sublets and Assignments: In the event that a tenant or occupant sublets or assigns his or her right to occupy the unit, this by-law shall apply to any such sublet or assignment as if the tenant or occupant was the owner of the unit.
- 10.8 No Short-Term Leasing: No owner shall lease or permit occupancy of his or her unit by a tenant or occupant, or enter into a lease, rental agreement or other form of agreement permitting occupancy of a unit by someone other than the owner, for a period of less than six (6) months from the later of the date such tenancy or occupancy commences or is renewed. This prohibition shall not apply to tenants or occupants who are "related persons" to the owner, as that term is defined in the *Income Tax Act* (Canada), or to legal tenants or occupants of a unit on the day this by-law comes into force.

ARTICLE 11 NOTICE

- 11.1 Method of Giving Notice by the Corporation: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address noted in the record required pursuant to subsection 47(1) of the Act (the "register"), or if mailed by prepaid ordinary mail in a sealed envelope addressed to him or her at such address, or if sent by means of wire or wireless or any other form of transmitted or recorded communication to such address, or as otherwise provided by the Act. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered or mailed to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given three (3) business days following its deposit in a post office or public letter box and a notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when transmitted unless the Corporation is or ought to be aware that such transmission was not successfully completed.
- 11.2 Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration or as changed in accordance with the provisions of the Act. Any notice, communication or document so mailed shall be deemed to have been given three (3) business days following its deposit in a post office or public letter box.
- 11.3 Omissions and Errors: 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 otherwise founded thereon.

ARTICLE 12 ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- 12.1 Duties of the Board: All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the Corporation and determine by estimate the amount of common expenses for the next ensuring fiscal year or remainder of the current fiscal year as the case may be. The Board shall allocate and assess such common expenses as are set out in the budget for such period among the owners according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall notify all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the register.
- 12.2 Reserve Fund: The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners, as part of their contribution towards common

expenses, amounts that, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and the assets of the Corporation, are reasonably expected to provide sufficient funds for major repair and replacement of common elements and assets of the Corporation, but in no event shall the contributions to the reserve fund or funds be less than ten percent (10%) of the amount required for contributions to the common expenses exclusive of the reserve fund until completion of reserve fund study per Section 94 of the Act. Major repair and replacement shall be for long term, nonrecurring expenses of more than Five Thousand Dollars (\$5,000.00) adjusted for inflation annually, in any fiscal year. No part of a reserve fund shall be used except for the purposes of major repair and replacement of common elements and assets of the Corporation. The amount of a reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation. Investment of reserve funds shall be in accordance with Section 115 of the Act.

- 12.3 Owner's Obligation: Each owner shall be obliged to pay to the Corporation or as it may direct the amount of the assessment for common expenses in equal monthly instalments on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner. Each unit owner shall deliver annually on the 1st day of June (or on such other day as the Corporation may determine) twelve (12) post-dated cheques representing payment of such owner's common expenses. Instead of post-dated cheques, the Board at its option may require each owner to provide the Corporation with a pre-authorized payment plan for the payment of common expenses.
- 12.4 Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the Board serving notices of such further assessment on all owners which shall include a written statement setting out the reasons for extraordinary assessment, and such extraordinary assessment shall be payable by each owner within thirty (30) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may determine.
- 12.5 Conveyance of a Unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.
- 12.6 Default: If in Default in Payment of Assessment:
- (a) Arrears of payment required to be made under the provisions of this Article 12 shall bear interest at the rate of two percent (2%) per month, compounded monthly until paid, representing an annual rate of interest of 26.82%.
 - (b) In addition to any remedies or liens provided by the Act if any owner is in default in payment of any common expenses levied against him or her for a period of thirty (30) days, the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.
- 12.7 Lien: Notwithstanding anything herein contained to the contrary, where the owner defaults in his or her obligation to contribute to the Corporation towards the common expenses in the proportion allocated to his or her unit, the Corporation has a lien for the unpaid amount against that unit and its appurtenant common interest together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the unpaid amount. The said lien expires three (3) months after the default that gave rise to the lien first occurred unless the Corporation within that time registers a notice of lien in the form prescribed by the Act, and where such notice is registered, no further notice or registration is required in respect of default in payment occurring or continuing after registration. The lien may be enforced in the same manner as a mortgage. Upon payment of the unpaid amount together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount and upon demand, the Corporation shall give the owner a discharge in the form prescribed by the Act.

ARTICLE 13
DEFAULT

- 13.1 Notice of Unpaid Common Expenses: The Board whenever so required in writing by an owner or mortgagee, shall promptly report in writing and free of charge the common expenses due from, or any other default by the owner, and any common expenses assessed or other money claimed by the Corporation against the owner which are in default.
- 13.2 Notice of Default: The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the register.
- 13.3 Collection of Fees and Other Amounts: Any amount owing by an owner to the Corporation pursuant to the Act, the Declaration, the rules, this by-law or any other by-law of the Corporation may, in the sole discretion of the Board, be added to the common expenses for the owner's unit and shall be collectable as such, including by way of lien in accordance with the Act.
- 13.4 Liability for Costs: The owner of a unit is responsible to pay to the Corporation any cost incurred by the Corporation to repair damage to the common elements or assets of the Corporation or any installation with respect thereto, or to any unit, improvements thereto or contents thereof that may have been caused by the owner, a tenant or resident of the owner's unit, or any of their visitors or guests, subject to the indemnity provision contained in the Corporation's Declaration and the provisions contained in the Act or the Corporation's Declaration, by-laws or rules as may then be in effect, subject to the owner's insurance deductible responsibility as referred to in Article 14 hereof.
- 13.5 Corporation's Rights on Default: The violation of any provision of the Act, any other legislation, regulation, by-law or public edict or the Corporation's Declaration, by-laws, or rules shall give the Board the right, in addition to any other rights set forth in this by-law:
- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate, remove, rectify, maintain, replace or repair at the expense of the defaulting owner, any thing, structure, installation, fixture, portion of the unit or common elements, event or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be guilty in any manner of any trespass, break and enter, theft, loss, damage, assault, tort or crime as may be required to carry out the Corporation's duties, as long as the Corporation's representatives have substantially complied with normal industry standards;
 - (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance or proceedings by way of mediation or arbitration pursuant the Act; or
 - (c) the Corporation shall have all of its rights and remedies referred to in Section 92 of the Act when an owner is in breach of the owner's obligations to maintain or repair after damage the owner's unit or the common elements as set out in the Corporation's Declaration, whereupon the owner shall be deemed to have consented to the work done by the Corporation and the cost of the work shall be added to the owner's contribution to the common expenses. The Corporation may specify a time of payment by the owner, and in the event of non-payment within fifteen (15) days after written request therefor, the Corporation may enforce compliance on the basis and in accordance with the lien enforcement procedures set out in the Act.

ARTICLE 14
DAMAGE AND UNIT USE

- 14.1 Procedure Where Damage Occurs: Where the Board, pursuant to Section 123 of the Act, has determined that there has been substantial damage to twenty-five percent (25%) of the replacement cost of all of the buildings and structures on the property, a meeting of the owners shall be called for the purpose of voting for termination.
- 14.2 Plans and Specifications: A complete set of all the plans and specifications given to the Board, together with plans and specifications for any additions, alterations, or

improvements from time to time made to the common elements, or to any unit with the prior consent in writing of the Board, shall be maintained, in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the buildings on the Property and for the use of any owner.

- 14.3 Insurance Deductibles: Property insurance for the common elements is obtained and maintained by the Corporation, but may be subject to a loss deductible clause. There is no insurance available by the Corporation for any loss, or portion of a loss, falling within such deductible. If any claim should be made by the Corporation on any of its insurance policies as a result of damage to the common elements, or any other property insured by the Corporation, howsoever caused, any unit owner (the "Responsible Owner") who directly or indirectly or by his or her family, guests, agents, tenants or invitees directly or indirectly or by any uninvited third party who may have lawfully or unlawfully gained entry into the Responsible Owner's unit directly or indirectly caused such damage to the common elements, shall reimburse the Corporation for the deductible amount of the applicable insurance policy of the Corporation (the "Deductible"). The Corporation may collect the Deductible from any Responsible Owner as additional common expenses in accordance with the Act and the provisions of the Corporation's Declaration and by-laws. Nothing in this paragraph shall prevent the Corporation or any unit owner from making a claim against any other unit owner or other person in accordance with the Act, the Declaration or by-laws or any applicable law as a result of damage to the common elements. Notwithstanding the above, if any claim should be made by the Corporation on any of its insurance policies for damage to the common elements of the Corporation caused by the negligence or omission of the Corporation or its directors, officers, agents or employees, the Deductible shall be paid by the Corporation. Each unit owner shall maintain condominium liability and deductible insurance coverage upon his or her unit and those parts of the common elements he or she is responsible to insure at all times and shall provide, upon written request, to the Board written proof, satisfactory to the Board, of such coverage.
- 14.4 Occupancy Limits: No unit shall:
- (a) be used other than in compliance the occupancy standards contained in a by-law passed by the council of the municipality in which the property of the Corporation is situated; or
 - (b) be occupied by more persons than the maximum occupancy for each unit based on the maximum occupancy for which the units are designed as determined by the Board.
- 14.5 Safety Devices: No resident or owner shall disconnect, damage or remove any Safety Device or any portion thereof contained in their unit. Each owner and resident shall maintain and repair in good working condition all Safety Devices located within the boundaries of the unit owned or occupied by such person, unless the Corporation's Declaration or a by-law of the Corporation specifically requires the Corporation to do so. The occupant of a unit shall inspect, test, maintain, or repair and replace all such Safety Devices at least semi-annually and replace any batteries or malfunctioning parts at least each six (6) months with the appropriate voltage-charged batteries, or such earlier time as may be required to render any Safety Device fully operational at all times. The owner shall indemnify the Corporation and its representatives and save them harmless with respect to any claim, action, proceedings, damages, loss, costs, fine or penalty arising under the *Building Code, Fire Code, Electrical Code*, municipal property standards by-law or otherwise as a result of the owner's or resident's failure to comply with any such requirement. For the purpose of this by-law, "Safety Devices" shall include any in-unit smoke detector, fire alarm, carbon monoxide detector or heat detector and any electrical, gas or oil-fuelled appliance, equipment or any device or any other system, facility or component designated by the Board from time to time, and a "Safety Device" shall mean any one of them.
- 14.6 Limits on Commercial Use: No commercial use shall be permitted in or with respect to any residential unit including, without limitation, the carrying on of a business or the operation of a business or professional office, provided that an incidental home-based office for private use ancillary to the main private, single family residential use of the unit shall be permitted provided that the following prohibitions do not arise:
- (a) such incidental use may utilize no more than one (1) room of the unit;
 - (b) such incidental use must not involve reception, manufacturing or processing facilities, delivery or shipping of goods for manufacturing, processing or sale,

recurring visits by employees, customers or business visitors, agents or contractors, or use of any parking space for such incidental use; and,

- (c) such incidental use shall not give rise to any noise, nuisance, disturbance, maintenance, repair of the common elements or consumption of utilities in excess of normal residential use, any of which prohibitions may be determined in the sole discretion of the Board acting reasonably.

- 14.7 Improvements: In any case where the Board has agreed that the owner may make a permitted addition, alteration or improvement to the common elements or a structural change to a unit which requires the Board's prior written consent pursuant to the declaration, the owner shall enter into an Owner's Alterations Agreement in accordance with Section 98 of the Act. It shall be the owner's responsibility to pay for the cost to add to, alter, improve, maintain, replace, repair after damage or insure the permitted alteration and the applicable portion of the common elements or an asset of the Corporation or any installation with respect thereto. If the Board grants permission to do so, the Board shall be entitled to approve the selection of the contractor, the method and scope of repair, choice of materials, standards of construction, timing of repair, responsibilities for the cost of repair after damage; maintenance, insurance and such other requirements as the Board may establish in its sole discretion. Where an owner wishes to make an addition, alteration or improvement to the common elements or an asset of the Corporation that is not contrary to the Act or the Declaration, the Board may pass a resolution approving an owner's alterations agreement establishing all applicable criteria, which agreement shall be executed by the Corporation and the owner and shall be registered on title at the owner's sole cost against the owner's unit in accordance with Section 98 of the Act. The Corporation may add the cost, charges, interest and expenses arising from drafting, negotiating and registering the agreement on title to the unit or resulting from an owner's failure to comply with an owner's alterations agreement to the common expenses payable for the owner's unit and may specify a time of payment by the owner, and in the event of non-payment within fifteen (15) days after written request therefor, the Corporation may enforce compliance on the basis and in accordance with the lien enforcement procedures set out in the Act.

ARTICLE 15 **INDEMNIFICATION**

- 15.1 Indemnification: Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his or her employees and agents, any other occupant of his or her unit or any guests, lessee, invitees or licensees of such owner or occupant to or with respect to the common elements and/or all other units except for any costs, including legal fees on a full indemnity basis, damages injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments required pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.
- 15.2 Legal Fees: In addition to any other right granted to the Corporation, the Corporation's legal fees and expenses, on a full indemnity basis, incurred as a result of the Corporation having to retain counsel, or take proceedings either by (i) demand letter, (ii) action, (iii) application, (iv) lien, (v) dispute resolution, or (vi) other forms of legal proceeding of any kind, in order to require compliance or compel adherence to the Act, the Declaration, or any by-law, rule or policy of the Corporation, or any part thereof, shall be charged to the unit owner that is, or whose unit, is the subject of such proceeding, or requirement to retain counsel, the unit owner shall reimburse the Corporation for such legal fees and expenses within thirty (30) days of the Corporation giving notice of the Corporation's demand for payment. In the event that the unit owner fails to reimburse the Corporation within thirty (30) days of the Corporation giving notice of the Corporation's demand for payment, the Corporation may collect such legal fees and expenses from the unit owner as additional common expenses in accordance with the Act and the provisions of the Corporation's Declaration and by-laws, and the Corporation shall have a lien for such unpaid amount against the owner's unit and its appurtenant common interest.

ARTICLE 16 **RULES**

- 16.1 Making of Rules: The Board may make rules respecting the use of common elements and units or any of them to promote the safety, security or welfare of the owners and of

the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. The rules shall be reasonable and consistent with the Act, the Declaration and the by-laws.

- 16.2 Effective Date: Any rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner unless the Board is in receipt of a requisition in writing pursuant to the Act and this by-law requiring a meeting of owners to consider the rule. In that event, such rule shall become effective only upon approval at such meeting of owners.
- 16.3 Amendment or Repeal: The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of owners duly called for that purpose.

ARTICLE 17 **ALTERNATIVE DISPUTE RESOLUTION**

- 17.1 Alternative Dispute Resolution: The mediation and arbitration procedures described in this by-law shall apply to any disagreement between the Corporation and its owners where mediation and/or arbitration is mandated by the Act. These disagreements shall be referred to hereinafter as the "disputes". Any notice required by this by-law shall be delivered in accordance with the Declaration and by-laws for the Corporation. The mediator, arbitrator, and all parties shall make every effort to fully co-operate in all of the procedures described herein, to proceed with haste and to act in advance of any time constraint set out in this by-law. Any failure of the parties to so co-operate will be taken into account in any costs award.
- 17.2 Mediation: Mediation procedures shall be as follows:
- (a) Any party to the dispute may initiate these procedures by delivering to the other parties a Notice of Dispute indicating their intention to proceed to mediation. The notice shall describe briefly the issues in dispute, and shall request a pre-mediation meeting as described in subparagraph 17.2(b) below.
 - (b) A meeting of all parties to the dispute shall be held within seven (7) days of the Notice of Dispute being delivered. All parties shall co-operate in arranging such a meeting. The meeting shall be for the purpose of negotiating in good faith a resolution of the dispute and/or to appoint a mediator as described in subparagraph 17.2(c). This meeting shall not involve a mediator.
 - (c) If the dispute is not resolved at the pre-mediation meeting, the parties shall jointly appoint a mutually-acceptable independent mediator.
 - (d) The mediator shall be given a copy of this by-law.
 - (e) If the parties are unable to agree upon a mediator or otherwise fail to appoint a mediator, the mediation will be deemed to have failed sixty (60) days after the Notice of Dispute was delivered, or such earlier date as the parties may agree.
 - (f) The mediator shall schedule the date, time and location for a mediation conference after consulting with the parties. The mediation conference shall be scheduled for the earliest date which is reasonably suitable to all parties, but shall in any event be no later than thirty (30) days following the appointment of the mediator.
 - (g) Unless the parties agree otherwise, any party may be represented at the mediation conference by a lawyer or agent, but any party so represented must give notice, including the name and address of the lawyer or agent, to the mediator and to the other parties at least five (5) days prior to the date of the mediation conference, or such shorter time as the mediator may determine. The mediation conference will be attended by the parties and/or representatives who have full authority to settle the dispute.
 - (h) Prior to the mediation, each party or their representative will prepare a brief summary of the issues in the dispute setting out that party's position with respect to each issue. This summary must be delivered to the mediator and to the other parties at least five (5) days before the date of the mediation conference, or such shorter time as the mediator may determine.
 - (i) Prior to the mediation, there will be complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and

documents. This includes providing each other and the mediator with all information and documentation that would usually be available through the discovery process in a legal proceeding. If either party fails to make such disclosure, then any agreement reached in mediation may be set aside. Disclosure must be completed, not less than five (5) days prior to the date of the mediation, or such shorter time as the mediator may determine.

- (j) The parties agree that all statements made and information exchanged during the course of the mediation are privileged as being settlement discussions. All such statements or information are made without prejudice to any party's legal position and without waiving any rights, and will be non-discoverable and inadmissible for any purpose in any legal proceeding except with the prior written consent of all parties and the mediator.
- (k) The mediator shall prepare a report which describes the results of the mediation. The report shall describe the resolution of any issues that have been resolved, and/or that no agreement has been reached on some or all issues as the case may be. At any time during the process, if the mediator determines that it is not possible to resolve the dispute by mediation, the mediator shall prepare a report reflecting this determination. The Mediator's Report shall be delivered to all parties, but to no other person unless otherwise required by law or court order.
- (l) The Mediator's Report shall allocate the obligation to pay the costs of the mediation amongst the parties. Where the mediation fails, the allocation of the costs of the mediation shall be in the absolute discretion of the mediator. Any amount owing by an owner may be paid by the Corporation, and shall then be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
- (m) Any agreement or settlement between the parties, whether on matters of procedure or matters of substance, shall be recorded in written minutes and carried out with reasonable haste. The minutes shall be prepared immediately following the agreement or within such further time-frame as is acceptable to all parties.

17.3 Arbitration: Arbitration procedures shall be as follows:

- (a) If the mediation is deemed to have failed according to subparagraph 17.2(k), the dispute shall be submitted to arbitration sixty (60) days after the Notice of Dispute was delivered. If the Mediator's Report indicates that the mediation failed, the dispute shall be submitted to arbitration within thirty (30) days after the Mediator's Report was delivered.
- (b) Any party to the dispute may submit the dispute to arbitration in accordance with this by-law by delivering to all other parties a Notice of Arbitration requiring the appointment of an arbitrator as described in subparagraph 17.3(d) below.
- (c) The provisions of the *Arbitration Act, 1991*, as amended, or any successor legislation, shall apply to the arbitration except where a provision of this by-law provides otherwise.
- (d) The parties shall agree upon an arbitrator within seven (7) days of the delivery of the Notice of Arbitration. If the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed by the court according to the provisions of the *Arbitration Act, 1991*, as amended, or any successor legislation.
- (e) The arbitrator shall be given a copy of this by-law.
- (f) The arbitrator shall set the date, time and place for the arbitration hearing after consultation with the parties. The arbitration hearing shall be scheduled for the earliest date which is reasonably suitable to all parties.
- (g) Each party shall deliver to the other parties and to the arbitrator no later than five (5) days prior to the date of the arbitration hearing, written statements setting out the issues in dispute, the party's position on each issue, and the relief sought.
- (h) The parties shall exchange all documents on which they will rely at the arbitration no later than seven (7) days prior to the arbitration hearing. Documents not produced within that time frame may only be used at the arbitration hearing with the leave of the arbitrator.

- (i) The parties agree that the arbitrator shall rule on all procedural matters arising before the arbitration hearing date. All such matters shall be submitted to the arbitrator in writing. The arbitrator shall provide a brief written award within three (3) days of the receipt of the parties' submissions. No hearing on these matters shall be permitted, unless specifically requested by the arbitrator.
 - (j) The arbitrator shall apply the laws of evidence as if the hearing were a trial in the Ontario Superior Court of Justice, subject to the following provisions:
 - (i) The arbitrator shall accept oral or written evidence as the arbitrator in its discretion considers proper, whether admissible in a court of law or not.
 - (ii) The parties may rely on photocopies of originals.
 - (iii) No notice under the *Evidence Act* (Ontario) is required for business records.
 - (iv) Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
 - (v) The parties shall be permitted to present oral evidence only if a signed will-say statement is delivered to all parties at least seven (7) days prior to the arbitration hearing date. The will-say statement must include the name and address of the witness as well as an outline of the evidence to be presented. If this requirement is not met, the oral evidence will only be permitted with the leave of the arbitrator.
 - (k) Rule 49 of the Rules of Civil Procedure (Ontario) or its successor, applies to these proceedings subject to the following provision: An offer to be effective must be delivered to the other party or parties no later than seven (7) days before the date of the arbitration hearing.
 - (l) The arbitrator shall allocate the obligation to pay the costs of the arbitration amongst the parties. The allocation shall be at the absolute discretion of the arbitrator; however, the arbitrator in making an award of costs shall consider the conduct of the parties including the efforts of the parties to proceed with haste, and any offers to settle. Any amounts held to be payable by an owner may be paid by the Corporation and then shall be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
 - (m) The arbitrator shall render a decision, together with written reasons, as soon as reasonably possible, and in any case, no later than thirty (30) days after the final submissions of the parties. The arbitrator shall deliver a copy of the decision and reasons to each of the parties to the dispute. The arbitrator's award may include an award of costs, payable by any party or parties to any other party or parties, incurred in relation to the arbitration and/or prior mediation.
 - (n) The arbitrator's award shall be binding, except that there is an appeal to the Ontario Superior Court of Justice from an arbitrator's award on a question of law or a question of mixed law and fact (unless the parties agree otherwise).
- 17.4 Recovery of Amounts Owed: Any amounts owing to the Corporation by an owner, as a result of any mediation or arbitration, shall be added to the common expenses for the owner's unit and collectable as such.

ARTICLE 18
RESTRICTIONS AFFECTING NON-RESIDENTS

- 18.1 Access to Facilities: Only occupants of the units may use and enjoy the common elements and assets of the Corporation, subject to the provisions of any agreement governing the use and maintenance of shared facilities and services. A non-resident owner who leases his or her unit shall not be permitted to use and enjoy the common elements and assets of the Corporation. Persons who are not occupants of a unit may not use any common elements, assets or recreational facilities unless accompanied at all times by an adult occupant of the Corporation and in compliance with the Corporation's rules. The Board may restrict the number, age and rights of guests who use and enjoy any of the common elements of the Corporation as governed by the rules from time to time. The Board may further clarify the parts of the common elements and assets from which persons other than occupants are restricted.

- 18.2 **Trespass:** Any person who loiters upon, litters or damages the common elements, shared facilities or assets of the Corporation or any other person's unit, improvements or contents; or who blocks, hinders or interferes with the lawful use and enjoyment of the common elements by others; or who creates or undertakes any excessive noise, nuisance, disturbance, harassment or criminal act; or who otherwise breaches any provisions of the Declaration, by-laws or rules of the Corporation, shall forthwith cease and desist from doing so and upon being requested to cease doing so by the police or a security officer, property manager, director or officer of the Corporation, such person shall immediately leave the common elements of the Corporation, failing which such person shall be deemed to be a trespasser and shall be subject to all of the requirements, obligations, prosecution, fines and penalties set out in the Trespass to Property Act (Ontario), provided that an owner or occupier of a unit of the Corporation shall, after leaving the common elements, thereafter be entitled to use the common elements while in compliance with these requirements. This provision shall be deemed to constitute notice to each owner and occupant of a unit and each of their employees, contractors, agents, visitors and guests, in accordance with the requirements of the Trespass to Property Act (Ontario). Owners, tenants and occupants of units of the Corporation shall be responsible to ensure compliance with the Act, the Trespass to Property Act, (Ontario) and the Corporation's Declaration, by-laws and rules by their employees, agents, contractors, visitors and guests and shall personally bear the consequences of any such non-compliance, including the obligation to pay all expenses, damages, fines, penalties and legal costs on a full solicitor and client basis which shall be added to the common expenses payable by the owner of the applicable unit.

ARTICLE 19
EASEMENTS

- 19.1 **Easements, Leases and Licenses:** For the purpose of providing telecommunications services or any other utilities or services or use or occupation of any parking or other space on the Corporation's property which benefit the owner(s) of one or more units, the Corporation may lease a part of the common elements (except a part that the declaration specifies to be used only by the owners of one or more designated units and not by all of the owners), or the Corporation may grant or transfer an easement or licence through the common elements, and the cost thereof shall be deemed to be a common expense, provided that in the event the lease, transfer of an easement or licence pertains to and benefits only one or some owners and not all owners, only such owner(s) whose unit(s) are benefitted or served shall pay the cost thereof. Any such lease, transfer of an easement or licence shall be in writing, for such term and in accordance with such provisions and payments as may be required by the Board from time to time. In the event an addition, alteration or improvement to the common elements is made by an owner and approved by the Board, an owner's alterations agreement shall be entered into and registered on title to the unit in accordance with Section 98 of the Act.

ARTICLE 20
INSURANCE TRUST AGREEMENT

- 20.1 **Insurance Trust Agreement:** The Board may retain an insurance trustee to perform such duties and services with respect to insurance proceeds payable to the Corporation as may be required from time to time, at such compensation and upon such terms and requirements as the Board may determine, subject to compliance with the provisions of the Act and the Declaration. The Board is authorized to execute any such insurance trust agreement from time to time and all such further assurances as may be appropriate. Despite anything contained in an insurance trust agreement that the Corporation has entered into with an insurance trustee, and anything in the Declaration, the Corporation may terminate the agreement by giving at least sixty (60) days' notice in writing of the termination date to the trustee. Despite anything contained in an insurance trust agreement that the Corporation has entered into with an insurance trustee if the proceeds of an insurance policy issued under Section 99 of the Act are less than fifteen percent (15%) of the replacement cost of the property covered by the policy, the insurer shall pay the proceeds to the Corporation or the person whom the Corporation specifies. Upon the proceeds becoming available, the Corporation shall promptly use them for the repair or replacement of the damaged units and common elements, unless the owners have voted to terminate because of substantial damage in accordance with Section 123 of the Act.

ARTICLE 21
BORROWING

- 21.1 **Authorization for Borrowing:** The directors of the Corporation may from time to time:

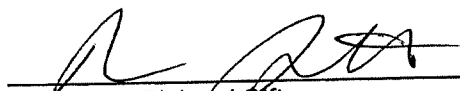
- (a) borrow money on the credit of the Corporation;
- (b) issue, sell or pledge securities (including bonds, debentures, debenture stock or other like liabilities) of the Corporation but no invitation shall be extended to the public to subscribe for any such securities;
- (c) charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any debt or liability of the Corporation.
- (d) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation; or
- (e) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;
- (f) provided that any borrowing not disclosed in the annual budget of the Corporation which would result in total borrowing aggregating more than Ten Thousand Dollars (\$10,000.00) shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

ARTICLE 22
MISCELLANEOUS


- 22.1 Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 22.2 Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 22.3 Waiver: No restriction, condition, obligation or provision contained in this by-law 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.
- 22.4 Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- 22.5 Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with provisions of the Act, and the Declaration.
- 22.6 References: References in this By-law shall be deemed to be references to the acts, statutes and regulations in force in the Province of Ontario on the date this by-law comes into force, all as may be amended or replaced from time to time.
- 22.7 Effective Date: Subject to its being confirmed by the unit owners, this by-law shall come into force when enacted by the Board, subject to the provisions of the Act.

The foregoing By-law No. 1 is hereby passed by the Directors of the Corporation pursuant to the *Condominium Act, 1998*, as evidenced by the respective signatures hereto of all of the Directors.


Dated as of the 20th day of December, 2016.



Director - Richard Sifton



Director - Wayne Reid




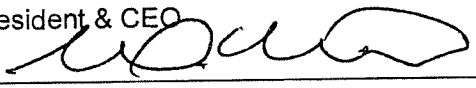
Director - Phil Masschelein

The foregoing By-law No. 1 is hereby confirmed, without amendment pursuant to the provisions of the *Condominium Act*, 1998, without variation by the Declarant which owns 100% of the Units.

Dated as of the 20th 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.

Properties

PIN 00413 - 0001 LT
Description UNIT 1, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0002 LT
Description UNIT 2, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0003 LT
Description UNIT 3, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0004 LT
Description UNIT 4, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0005 LT
Description UNIT 5, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0006 LT
Description UNIT 6, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0007 LT
Description UNIT 7, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0008 LT
Description UNIT 8, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0009 LT
Description UNIT 9, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0010 LT
Description UNIT 10, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0011 LT
Description UNIT 11, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

Properties

PIN 00413 - 0012 LT
Description UNIT 12, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0013 LT
Description UNIT 13, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0014 LT
Description UNIT 14, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0015 LT
Description UNIT 15, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0016 LT
Description UNIT 16, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0017 LT
Description UNIT 17, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0018 LT
Description UNIT 18, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0019 LT
Description UNIT 19, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0020 LT
Description UNIT 20, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0021 LT
Description UNIT 21, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0022 LT
Description UNIT 22, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 00413 - 0023 LT
Description UNIT 23, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0024 LT
Description UNIT 24, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0025 LT
Description UNIT 25, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

Applicant(s)

Name OXFORD VACANT LAND CONDOMINIUM CORPORATION NO. 119
Address for Service 195 Dufferin Avenue, Suite 800, London, ON N6A 1K7

Oxford Vacant Land Condominium Corporation No. 119 hereby certifies that by-law number 2 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Richard Sifton (President), have the authority to bind the corporation.

Signed By

Jeannette Yvonne Bronson 80 Dufferin Ave. acting for Signed 2016 12 29
London, ON Applicant(s)
N6A 4G4

Tel 519-672-4131
Fax 519-672-3554

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

LERNERS LLP 80 Dufferin Ave. 2016 12 29
London, ON
N6A 4G4

Tel 519-672-4131
Fax 519-672-3554

Fees/Taxes/Payment

Statutory Registration Fee \$63.35
Total Paid \$63.35

File Number

Applicant Client File Number : 932-2075 RCD*JB

FORM 11

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the Condominium Act, 1998)

Oxford Vacant Land Condominium Corporation No. 119 hereby certifies that:

1. The copy of By-law Number 2, attached hereto, is a true copy of the By-Law.
2. The By-Law was made in accordance with the Condominium Act, 1998.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-Law.

Dated this 28th day of December, 2016.

OXFORD VACANT LAND CONDOMINIUM
CORPORATION NO. 119

Per: _____

Name: Richard Sifton

Title: President

I have authority to bind the Corporation.

OXFORD VACANT LAND CONDOMINIUM CORPORATION NO. 119

BY-LAW NO. 2

BE IT ENACTED as By-Law No. 2 (being a By-Law respecting the indemnification of the Declarant) of Oxford Vacant Land Condominium Corporation No. 119 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 All words used herein which are defined in the *Condominium Act, 1998*, S.O. 1998, c. 19 (the "Act") or the Declaration of the Corporation shall have ascribed to them the meanings set out in the Act or the Declaration respectively.

**ARTICLE 2
INDEMNIFICATION AGREEMENT**

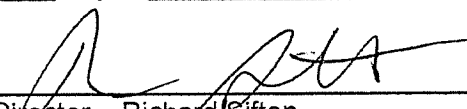
- 2.1 The Corporation is hereby authorized to enter into an agreement with Sifton Properties Limited (hereinafter the "Declarant") substantially in the form attached hereto as Schedule "A" (the "Agreement").
- 2.2 From and after the date the Agreement is signed by the Corporation and the Declarant, the terms of the Agreement shall bind the Corporations and all Units and Common Elements thereof.
- 2.3 This By-Law shall not be repealed or amended unless and until the Agreement is terminated in accordance with the terms contained therein or with the express written consent of the Declarant, which consent may be withheld by the Declarant for any reason whatsoever.
- 2.4 The repeal or amendment of this By-Law shall not repeal or amend the Agreement, which shall only be repealed or amended in accordance with the terms contained therein.

**ARTICLE 3
MISCELLANEOUS**

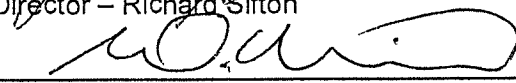
- 3.1 Where any provision in this By-Law is inconsistent with the provisions of any previous by-law or rule, the provisions of this By-Law shall prevail and the previous by-law or rule shall be deemed to be amended accordingly.
- 3.2 The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof, nor any document or agreement entered into by the Corporation as authorized herein.
- 3.3 No restriction, condition, obligation or provision contained in this By-Law 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.
- 3.4 The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.

The foregoing By-Law No. 2 is hereby passed by the Directors of the Corporation pursuant to the *Condominium Act, 1998*, as evidenced by the respective signatures hereto of all of the Directors.


Dated as of the 20th day of December, 2016.



Director – Richard Sifton



Director – Wayne Reid



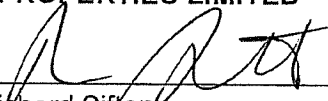
Director – Phil Masschelein

The foregoing By-Law No. 2 is hereby confirmed, without amendment pursuant to the provisions of the *Condominium Act, 1998*, without variation by the Declarant which owns 100% of the Units.

Dated as of the 20th 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"

THIS AGREEMENT made the 28th day of December, 2016,

BETWEEN:

SIFTON PROPERTIES LIMITED
(the "Declarant")

of the First Part

- and -

OXFORD VACANT LAND CONDOMINIUM CORPORATION NO. 119
(the "Condominium")

of the Second Part

WHEREAS:

1. the Declarant has registered Oxford Vacant Land Condominium Plan No. 119 (the "Condominium Plan") that created the Condominium;
2. the Declarant and/or any one (1) or more of its predecessors in title has/have entered into one (1) or more registered or other agreements with municipal governments and authorities and/or the condominium Approval Authority, including pursuant to either or both of Sections 41 and 51 of the *Planning Act*, R.S.O. 1990, c. P13 (collectively the "Municipal Agreements");
3. the Declarant and/or any one (1) or more its predecessors in title has/have entered into one (1) or more registered easement and/or access agreements for the supply of gas, electricity, telephone, cable and other services to the Condominium (collectively the "Utility Supplier Agreements");
4. any one (1) or more of the units and/or all or part of the common elements of the Condominium Plan and/or some or all of the assets of the Condominium (if any) may be subject to one (1) or more negative restrictive covenant agreements and/or building schemes (collectively the "Covenants and Schemes");
5. the Condominium must, pursuant to the Declaration and otherwise, fulfill certain obligations as further provided therein (collectively the "Condominium Obligations");
6. the Municipal Agreements, the Utility Supplier Agreements, the Covenants and Schemes, and the Condominium Obligations are collectively referred to hereafter as the "Agreements";
7. the Declarant or an affiliate thereof intends to continue to market unsold units from within the Condominium Plan to prospective purchasers;
8. the Declarant has, will or may provide one (1) or more letters of credit or other security to the local and/or county government and it is possible that any one (1) or more of such municipalities may draw against any such letter of credit or other security on account of acts or omissions of the Condominium including, without limiting the generality of the foregoing, lack of maintenance and repair of the common elements, Condominium's assets and/or units which are the obligation of the Condominium to perform;
9. the Condominium has agreed to provide the Declarant from time to time with current and proposed budget figures, details and related financial and other information and documents for and in respect of the Condominium, as required by the Declarant from time to time on written request, as the Declarant considers necessary in the Declarant's sole and absolute discretion; and

10. the Condominium and the Declarant wish to make certain agreements as set forth herein with respect to any outstanding, incomplete or deficient construction items and any other related matters relating to the Property (as such term is defined in the Declaration), the Condominium and all building and structures located on or making up any part of the Condominium Plan including, without limitation, all improvements made by or on behalf of the Declarant with respect to and/or on or within the Property (all of such present and future buildings and structures are referred to herein as the "Buildings and Improvements").

IN CONSIDERATION of the payment of One (\$1.00) Dollar by the Declarant to the Condominium and One (\$1.00) Dollar by the Condominium to the Declarant (the receipt and sufficiency of which is hereby acknowledged by each), the parties hereto agree as follows:

1. The recitals hereof are true in substance and in fact.
2. The Condominium hereby assumes all obligations and liabilities of the Declarant directly or indirectly on account of the Agreements, other than on account of actions or omissions which have occurred up to and including the date of the registration of the Condominium and agrees to comply with all provisions of the Agreements from the date of registration of the Condominium forward.
3. Anything to be completed in respect of, or required to be or not to be done to comply with, the Agreements from time to time, shall be completed or done or not done by the Condominium at its sole expense in a timely and good and workmanlike manner in accordance with the requirements and specifications of the Agreements.
4. If any authority or municipality (be it local or county) should draw upon or otherwise realize against any security provided by the Declarant, or refuse to release to the Declarant any security held by the authority or municipality including, without limiting the generality of the foregoing, any letter of credit provided by the Declarant, because of or otherwise on account of any act or omission of the Condominium or resident of the Condominium Plan, including, without limiting the generality of the foregoing, the lack of maintenance and repair of common elements, assets of the Condominium and/or units which are the obligation of the Condominium to perform, failure to water and/or otherwise care for any common elements or unit grass, shrub(s) or tree(s) or other landscaping or plants or vegetation, or on account of any changes made to the Condominium Plan that are not in accordance with all municipal approved applicable plans and municipal agreements relating thereto, then, the Condominium shall, upon written demand being made of it by the Declarant, immediately pay the Declarant such amount of money as is necessary to completely indemnify and save the Declarant harmless on account of any such draw or claim against the security or the realization of any part thereof by any municipality or authority or the refusal of the municipality or authority to release any security to the Declarant.
5. The Condominium shall and does hereby covenant and agree to indemnify and hold and save the Declarant harmless from and against all damages, losses, costs and liability whatsoever which the Declarant may suffer or be required to pay or be unable to obtain security release on account thereof as a result of the Condominium's failure to complete, to do or not do as required by, and/or to comply with, the Agreements (the "Condominium's Non-Compliance"), other than on account of actions or omissions which have occurred up to and including the date of the registration of the Condominium Plan, and from and against any and all actual or threatened claims, actions, suits, applications, litigation, charges, complaints, prosecutions, assessments, reassessments, investigations or other proceedings of any nature or kind whatsoever (a "Claim") that may be made or asserted against the Declarant in respect of the Condominium's Non-Compliance.
6. If a Claim is made or brought against the Declarant in connection with the Condominium's Non-Compliance, including but not limited to any claim against any security posted by the Declarant as set out in paragraph 4 hereof, upon written notice to the Condominium, the Condominium shall, at the Condominium's expense and in a timely manner, complete any item to be completed, refrain from doing anything prohibited by the Agreements, contest and defend against any Claims, and reimburse the Declarant for all costs incurred by it, including legal costs on a substantial indemnity basis, and take all such other steps as may be necessary or proper therein to prevent the resolution thereof in a manner adverse to the Declarant. If the Condominium does not, in a timely manner, take steps to deal with any such Claim, the Declarant may undertake steps that the Declarant, in its sole discretion, deems appropriate to address such Claim at the sole risk and expense of the Condominium.

7. The Condominium covenants and agrees that for the first year following the registration of the Condominium Plan that gave rise to the Condominium and for any periods thereafter that the Declarant has any potential liability to the Condominium pursuant to Section 75 of the *Condominium Act, 1998* (the "Act"):
 - a. not to undertake any service not covered in the budget statement that formed part of the Declarant's disclosure statement package, except with consent in writing by the Declarant, which consent may be withheld;
 - b. not to increase the level or frequency of any service from that shown in the said budget so as to increase the costs beyond what is shown in the said budget, except with consent in writing by the Declarant, which consent may be withheld; and,
 - c. not to hire anyone not specifically referred to as being hired in the budget statement, nor engage any professional not specifically budgeted for in the budget statement, nor replace any employee or contractor or other service provider referred to in the said budget with a higher priced employee or contractor or other service provider, except with consent in writing by the Declarant, which consent may be withheld.

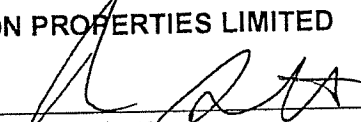
8. The Condominium covenants and agrees to provide and deliver to the Declarant from time to time within ten (10) consecutive calendar days of written request of the Condominium by the Declarant without charge to or payment from the Declarant all of the following which are requested in writing by the Declarant from time to time:
 - a. the date of the fiscal year end for the Condominium;
 - b. a copy of the Condominium's budget for the then current fiscal year with particulars of the following for such fiscal year and, in addition, if the next fiscal year of the Condominium is to commence within two (2) months of the date of the request by the Declarant, a copy of the Condominium's Budget or proposed Budget for the next fiscal year with particulars of the following for such fiscal year:
 - i. the fees or charges, if any, that the Condominium is required to pay to the Declarant or another person;
 - ii. a statement of the common expenses of the Condominium;
 - iii. a statement of the proposed amount of each expense of the Condominium, including the cost of:
 - (1) any reserve fund study and reserve fund plan required for the year;
 - (2) any performance audit under Section 44 of the Act due in the year;
 - (3) preparing audited financial statements if Subsection 43(7) requires them within the year; and,
 - (4) the cost of preparing the annual audited financial statements for the year;
 - iv. particulars and details of the type, frequency and level of service to be provided;
 - v. a statement of the projected monthly common expense contribution for each type of unit;
 - vi. the portion of the common expenses to be paid into the reserve fund;
 - c. the status of all pending lawsuits material to the property;
 - d. the amounts of all current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property;

- e. all services not included in the budget that are provided to the Condominium and expenses that others other than the Condominium pay and that might reasonably be expected to become, at any subsequent time, a common expense and the projected common expense contribution attributable to each of those services or expenses for each type of unit;
 - f. the projected amounts in all reserve funds at the end of the current fiscal year;
 - g. a summary of the most recent reserve fund study;
 - h. the most recent reserve fund plan;
 - i. such other information as the Act and its Regulations require the Declarant to provide to purchasers;
 - j. copies of all audited financial statements, all performance audits of the Condominium, all reserve fund studies and reserve fund plans of the Condominium;
 - k. particulars of any expected and/or proposed increases to common expenses and particulars of any expected and/or proposed special assessments;
 - l. particulars of any action and/or demands being contemplated by the Condominium against or of the Declarant; and
 - m. any and all information and documentation that is required to be contained in or delivered with a status certificate pursuant to Section 76(1) of the Act.
9. The Condominium shall and does hereby indemnify and hold and save the Declarant harmless from and against all costs and liability whatsoever which the Declarant may suffer or be required to pay as a result of the Condominium's failure to provide from time to time within ten (10) consecutive calendar days full and accurate information and documentation as set out and required in the above paragraph 8 and/or as a result of the Condominium omitting to supply any of such information and documentation.
10. The Condominium shall have no rights against the Declarant with respect to any outstanding, incomplete or deficient construction items or any other related matters relating to any components of the units or with respect to the common elements of the Condominium beyond those that are specifically granted to the Condominium under the Act, the *Ontario New Home Warranties Plan Act* and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program. The Condominium's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to any components of the unit or with respect to the common elements of the Condominium, shall be through the process established for and administered by Tarion Warranty Corporation. The Condominium, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters.
11. The Condominium shall and does hereby covenant and agree to indemnify and hold and save the Declarant harmless from and against all actions, causes of action, claims and demands for damages, losses, costs and liability whatsoever which are brought by the Condominium in contravention of the foregoing paragraph 10.
12. The Condominium will from time to time upon the request of the Declarant provide the Declarant with clear evidence of the insurance carried by the Condominium. Upon written request by the Declarant, the Condominium will require its insurers to show any municipality with jurisdiction in relation to the condominium plan as a named insured on the insurance policy of the Condominium and provide written evidence thereof to the Declarant.
13. This Agreement shall in all respects be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and all disputes, claims or matters arising out of or under this Agreement shall be governed by such laws.


14. Any monies owing by the Condominium to the Declarant on account of the indemnities herein shall be deemed to be a debt owing by the Condominium to the Declarant. Any such debt shall bear interest calculated monthly at a variable rate set on the first day of each month to be calculated, equal to twice the Prime Rate as of the first day of the month in which such interest is to be calculated. For the purposes of this Agreement, "Prime Rate" means the floating annual rate of interest established from time to time by the Royal Bank of Canada as a reference rate of interest in Canada for Canadian dollar loans to commercial customers in Canada and designated as its prime rate.
15. The use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires and vice versa.
16. The invalidity of any part of this Agreement shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
17. No obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived because of any failure by the Declarant to enforce the same.
18. This Agreement shall neither be terminated nor terminable by the Condominium following the turnover meeting for the Condominium without the express written consent of the Declarant, which consent may be withheld for any reason whatsoever. This Agreement shall be amended only with the written consent of all parties hereto.
19. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

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

SIFTON PROPERTIES LIMITED

Per: 
Richard Sifton

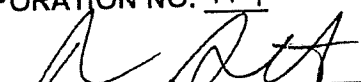
President & CEO

Per: 
Wayne Reid


Vice-President Finance & Administration

We have authority to bind the Corporation.

OXFORD VACANT LAND CONDOMINIUM CORPORATION NO. 119

Per: 
Richard Sifton

President

Per: 
Wayne Reid

Treasurer

We have authority to bind the Corporation.

RULES

The following Rules have been passed by the Board of Directors (the "Board") on December 28, 2016

BE IT RESOLVED that the Corporation enact the following Rules respecting the use of the Common Element and the Units within 35 Chatfield Street and 1 Chamberlain Street, Ingersoll, ON (the "Development") to promote the safety, security or welfare of the Owners and to prevent unreasonable interference with the use and enjoyment of the Common Elements and of the Units.

The following Rules shall be observed by the owners and the term "Owner" shall include the Owner or any other person occupying a Unit with the Owner's approval:

Maintenance and Repairs to Units

In accordance with the Declaration applying to the Development, the Unit and the exterior of any dwelling or garage constructed thereon, together with all other areas appurtenant thereto, including any fences, balconies, decks, patios, or porches, shall not be painted, stained, or modified by an Owner or his representative in any manner without the prior written consent of the Board or the other Owners, as may be required under the provisions of the Declaration, which consent may be withheld on purely aesthetic grounds in the sole discretion of the Corporation.

General Parking Rules and Regulations

1. No motor vehicle other than a private passenger automobile shall be parked in any parking space or driveway overnight. In these Rules, a "private automobile" shall include a station wagon, passenger van, sports utility vehicle or pickup truck in which the box does not exceed four feet from the box bed ("a Resident Vehicles").
2. No Owner shall park any vehicle in any area of the Common Elements designated as visitor parking. A Resident Vehicle parking in an area designated for visitor parking may be towed away without notice, at the sole risk, cost and expense of the Owner.
3. Resident Vehicles shall be parked only in the garage or driveway of the Owner's Unit.
4. No motor vehicles shall be driven on any part of the Common Elements other than on a roadway or parking area.
5. No vehicle which is not being used from day to day, or which is undergoing repairs of any nature, shall be parked or located upon the Common Elements or any part thereof.
6. No part of the Common Elements shall be used for maintenance or repairs to any vehicle. Provided however, that washing, waxing and changing of tires shall be permitted.
7. No motor home, trailer, tent trailer, bus, boat, boat trailer, snowmobile, mechanical toboggan, recreational vehicle, derelict vehicle currently licenced or not, oversized commercial vehicle, machinery or equipment of any kind shall be parked on any part of the Common Elements.
8. Any vehicle parked upon any part of the Common Elements contrary to these Rules may be removed by the Corporation or its agents at the Owner's sole risk, cost and expense, which amount shall be added to the common expenses for such Owner's Unit, with the Corporation having the right to specify a reasonable time for 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.
9. No vehicle belonging to an Owner or his guest shall be parked in such a manner as to impede or prevent ready access to or egress from another Unit.
10. No motor cycle, motorbike, snowmobile, boat, watercraft, golf cart or other recreational equipment or vehicles shall be maintained, parked or operated on or within a Unit or the Common Elements, other than for the purposes of storage within the enclosed garage of a dwelling located on a Unit. This restriction does not apply to the operation of a motor cycle or motor bike on the roadways for the purposes of ingress and egress to the Development and does not apply to regular bicycles.
11. The Town of Ingersoll and/or County of Oxford will enforce the fire route regulations as they apply to the Development.

Landscaping

No person, Owner or his guest shall damage, harm, mutilate, destroy or litter any of the landscaping work on the Common Elements including grass, trees, shrubs, hedges, flowers, flowerbeds, pavement, curbs, fences, buildings or any feature of the Development. Further, no person, Owner or his guest shall add or remove any plants to or from any area of the Common Elements or make alterations to existing landscaping in any way without the written permission of the Board. An Owner shall be required to obtain the written permission and approval of the Board with respect to the location of new planting beds, trees, shrubs and hedges to be added to, or planted, on their Units. Any new planting shall be aesthetically pleasing and in keeping with the overall landscape theme. Only flowers, bushes and shrubs will be permitted around the immediate perimeter of the dwelling, with no vegetable gardens permitted in the front yard. All landscaping will be weeded and trimmed by the Corporation. Unit Owners will be responsible for any additional planting, after receiving the approval of the Board for such new planting, and will be responsible for the care and replacement of any such new planting if required.

Sidewalks & Roadways

The sidewalks, walkways, roadways and driveways shall not be obstructed or used for any other purpose than for which they are designed, primarily the ingress to and egress from the Units of the Development.

Insurance Risk

No combustible, flammable, or offensive goods, provisions or materials shall be kept on any part of the Common Elements or a Unit. No Owner shall do, or permit anything to be done in or around a Unit, or store any such materials therein, which will in any way increase the risk of fire or the rate of fire insurance on any building or on the property kept therein, or obstruct or interfere, with the rights or enjoyment of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire, with the regulations of the fire department, or with any insurance policy carried by the Corporation or any Owner, or conflict with any of the rules and ordinances of the local health unit, or with any statute or municipal law.

Common Elements

1. No part of the Common Elements shall be used for the erection, placing or maintenance of garbage disposal equipment or for the disposal of rubbish, garbage, or waste, except with the written permission and approval of the Board.
2. No bicycles, tricycles, toys, barbecues or other items of personal property shall be stored or permitted to remain on the Common Elements when not in use.
3. No person shall throw or hit a ball or similar object against any building within the Development.
4. No person, Owner or guest shall barbecue on any part of the Common Elements without the approval of the Board.
5. The Common Elements shall be kept in a neat, clean and tidy condition at all times.
6. Any damage caused to the Common Elements by an Owner or his guest shall be repaired by the Corporation at the sole cost and expense of the Owner causing such damage. The Owner shall be responsible to pay the charges resulting therefrom forthwith to the Corporation, together with any other legal or collection charges relating thereto, which may be recovered by the Corporation in the same manner as other common expenses applying to the Unit.
7. The Corporation assumes no liability for, nor shall it be liable for any loss or damage to articles permitted to remain on the Common Elements.

Pets

Further to the provisions outlined in Article 3 of the Declaration, no Owner shall keep more than three commonly accepted domestic pets ("Pet(s)") within the Unit or the dwelling located thereon and all dogs and cats must be licenced and registered with the Property Manager or the Corporation. A "commonly accepted domestic pet" for this purpose shall be a Pet that spends some time outside the dwelling. No Owner shall keep a Pet within the Unit or the dwelling located thereon that is not, in the opinion of the Declarant, so long as the Declarant remains the Owner of at least one Unit, and thereafter in the opinion of the Board, a commonly accepted domestic Pet. Without in any way limiting the foregoing, livestock shall not be considered a "commonly accepted domestic pet". No dogs generally considered to be dangerous (pit bull or like dog), any insect, spider, invertebrate, pest, game animal, farm animal, wild or endangered animal shall be permitted on the Common Elements or on a Unit or in the dwelling located thereon. No Pet shall be left unattended or allowed to run free on the Common Elements or any other Unit not owned by the Owner, subject to the permission of the Owner of such other Unit. When outside the dwelling, Pets shall be accompanied by the Owner or his representative and be in control all times. All Pet waste must be immediately cleaned up and removed from the Common Elements or a Unit. Owner shall ensure that their Pets are properly trained and are provided with all required vaccinations and veterinarian examination as appropriate. Owner shall be responsible for the conduct of the Pets of their guests in the same manner as for their own Pets and shall make all guests aware of the requirements under this policy. No Pet will be allowed to engage in any conduct that may unreasonably disturb, annoy or threaten the safety of another Owner, his guests, or another Pet. Permission to keep and maintain a Pet in a Unit or the dwelling located thereon may be revoked by the Corporation if the Pet becomes unreasonably noisy, menacing, obnoxious to other Owners or their guests, interferes with the quiet enjoyment of any other Owner or causes the Common Elements to become damaged or dirtied. In the event a problem occurs under this clause, the Owner shall be given written notice to correct the problem immediately, failing which, the Owner shall be given a further written notice from the Board to permanently remove the Pet from the Unit, the dwelling located thereon and the Development. Any costs associated with the effort to enforce this provision, including legal expenses and collection costs, shall be the sole cost and expense of the Owner receiving the notice and shall be collected in the same manner as common expenses or whatever other means available at law.

Antennae, Aerials, Clotheslines, Awnings

1. Outside clotheslines shall be permitted on any Unit, whether attached to a dwelling or freestanding provided that it is not visible from the street.
2. No Owner, or person acting on an Owner's behalf, shall erect or fasten an antennae, aerial, tower or satellite dish exceeding 24 inches in diameter, or similar structure on the Common Elements or a Unit without the prior written consent of the Board. Consent for a satellite dish measuring less than 24 inches would only be given if located on the rear or side yard so that such equipment is not visible from the street. Only one satellite dish will be permitted to each Unit and it must be installed with due consideration for safety.
3. No awnings, window guards, light reflective materials or shutters shall be placed in such a location on a dwelling so as to be visible from any street or change the exterior elevation or appearance of the dwelling from any street, except as may have been approved in advance in writing by the Board of the Owners, as the case may be, which approval may be withheld on purely aesthetic grounds in the sole discretion of the Corporation, the Board or the Owners.

Noise

No person, Owner or guest shall make, cause or permit an unreasonable level of noise in any manner whatsoever, which in the opinion of the Board, may disturb the comfort or enjoyment of any other Owner or their guests.

Garbage

No debris, refuse or garbage shall be placed in the Common Elements except in the areas designated by the Corporation for such purposes. Any debris, refuse or garbage not collected such days shall be cleaned up and stored in the dwelling of the Unit by the Owner or the resident who placed it out for pickup.

Sales

No auction or yard sale shall be held on any part of the Common Elements without the prior written consent of the Board.

Liability

Any loss, cost, damages, or expenses incurred by the Corporation by reason of a breach of any of the Rules in force from time to time by any Owner, their family, guests, servants, agents, or residents of their Unit shall be borne solely by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

Signs and Advertisement

No sign, notice or advertisement shall be posted, exposed or inscribed upon any Unit or a dwelling located thereon, except such as shall have been previously permitted under the Building Restrictions registered on the title of the Unit, or as may have been previously approved in writing by the Board.

Business or Trade

No Owner shall carry on any business or trade from or within a Unit or dwelling located thereon, or allow any other person to carry on such a business or trade, which includes employees, customers, suppliers or other business contacts to visit or attend the premises on a regular basis, except a home office as may be permitted under the zoning by-law or Building Restrictions registered on the title of the Unit.

General

1. No Owner shall conduct or permit an illegal act or conduct an illegal business in a Unit or on any part of the Common Elements.
2. No Owner shall store firewood, coal or any other combustible material or offensive goods on a Unit or the Common Elements, except in an area and in a manner approved by the Board.
3. Each Owner shall ensure that all garage doors are kept closed except when in use for entering/exiting or when the Owner is working in the garage area.
4. Christmas lighting and/or decorations are permitted on the exterior of the dwellings between November 1st and February 1st and must be removed at all other times.
5. The Board shall have the authority to amend and pass further Rules from time to time applicable to the usage and enjoyment of any part of the Units or the Common Elements.
6. Through the authority invested in the Property Manager by the Board under a Condominium Management Agreement, the Property Manager shall be entitled to enforce these Rules on behalf of the Board.

OXFORD VACANT LAND CONDOMINIUM
CORPORATION NO. 119

Per: _____

Richard Sifton,
President

I have authority to bind the Corporation.

The applicant(s) hereby applies to the Land Registrar.

Properties

- PIN* 00413 - 0001 LT
Description UNIT 1, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL
- PIN* 00413 - 0002 LT
Description UNIT 2, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL
- PIN* 00413 - 0003 LT
Description UNIT 3, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL
- PIN* 00413 - 0004 LT
Description UNIT 4, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL
- PIN* 00413 - 0005 LT
Description UNIT 5, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL
- PIN* 00413 - 0006 LT
Description UNIT 6, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL
- PIN* 00413 - 0007 LT
Description UNIT 7, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL
- PIN* 00413 - 0008 LT
Description UNIT 8, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL
- PIN* 00413 - 0009 LT
Description UNIT 9, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL
- PIN* 00413 - 0010 LT
Description UNIT 10, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL
- PIN* 00413 - 0011 LT
Description UNIT 11, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

The applicant(s) hereby applies to the Land Registrar.

Properties

- PIN* 00413 - 0012 LT
Description UNIT 12, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

- PIN* 00413 - 0013 LT
Description UNIT 13, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

- PIN* 00413 - 0014 LT
Description UNIT 14, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

- PIN* 00413 - 0015 LT
Description UNIT 15, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

- PIN* 00413 - 0016 LT
Description UNIT 16, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

- PIN* 00413 - 0017 LT
Description UNIT 17, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

- PIN* 00413 - 0018 LT
Description UNIT 18, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

- PIN* 00413 - 0019 LT
Description UNIT 19, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

- PIN* 00413 - 0020 LT
Description UNIT 20, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

- PIN* 00413 - 0021 LT
Description UNIT 21, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

- PIN* 00413 - 0022 LT
Description UNIT 22, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 00413 - 0023 LT
Description UNIT 23, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0024 LT
Description UNIT 24, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0025 LT
Description UNIT 25, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

Applicant(s)

Name SIFTON PROPERTIES LIMITED
Address for Service 195 Dufferin Avenue, Suite 800, London, ON N6A 1K7

I, Richard Sifton (President & CEO) and Wayne Reid (Vice-President Finance & Administration), have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

Signed By

Jeannette Yvonne Bronson	80 Dufferin Ave. London, ON N6A 4G4	acting for Applicant(s)	Signed	2016 12 29
Tel 519-672-4131				
Fax 519-672-3554				

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

LERNERS LLP	80 Dufferin Ave. London, ON N6A 4G4	2016 12 29
Tel 519-672-4131		
Fax 519-672-3554		

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$63.35
<i>Total Paid</i>	\$63.35

File Number

Applicant Client File Number : 932-2075 RCD*JB

CONDITIONS, RESTRICTIONS AND COVENANTS
Part of Blocks 62 & 63, Plan 41M-309
now Units 1 to 25, Level 1, Oxford Vacant Land Condominium Plan No. 119

HARRISVIEW, PHASE 2

ARTICLE 1
DEFINITIONS

1.1 The following words and expressions shall have the following meanings:

"**MUNICIPALITY**" shall mean The Corporation of the Town of Ingersoll.

"**MUNICIPAL ENGINEER**" shall mean the Town Engineer of the Town of Ingersoll.

"**UNIT**" or "**UNITS**" means Units 1 to 25 (both inclusive) Oxford Vacant Land Condominium Plan No. 119, or any one of such Units as the context of these Conditions, Restrictions and Covenants so require;

"**TRANSFEROR**" shall mean Sifton Properties Limited, its successors and assigns;

"**TRANSFeree**" shall mean the owner or owners, from time to time of each Unit which these Conditions, Restrictions and Covenants affect;

"**RESIDENCE**" shall mean a single family dwelling unit constructed or to be constructed upon a Unit;

ARTICLE 2
TERM

2.1 These Conditions, Restrictions and Covenants shall run with the land and be in force for a period of twenty (20) years from date of registration of these Conditions, Restrictions and Covenants.

2.2 The Transferor agrees that three (3) years after the date of conveyance of the Unit, any subsequent Transferee of such Unit with a completed Residence erected thereon may assume that any approvals herein required have been given by the Transferor unless such subsequent Transferee has received actual notice from the Transferor that such approval has been refused.

ARTICLE 3
RESTRICTIONS

3.1 No building erected on any Unit shall be used for the purpose of any profession, trade, employment, manufacture or business of any description, nor as a hospital or other charitable institution, nor as a funeral home or crematorium or anything in the nature thereof, nor as a hotel, apartment house, rooming house or place of public resort, nor for any sport or game other than such game as are customarily played in connection with the occupation of a private Residence; nor for any purpose other than that of a private Residence for the use of family living only and garage for the use of the occupants thereof; nor shall the Unit without a Residence be so used; nor shall anything be done upon the Unit or in any building thereon which will prevent quiet enjoyment of the neighbouring Units. Provided that applicable zoning by-laws have been complied with, nothing contained in this clause shall be deemed to prevent or prohibit the Unit or any buildings from thereon being used as the office for a physician, surgeon, dentist, engineer, solicitor or other professional practitioner when such office forms part of the practitioner's own Residence providing no more than two people including the professional practitioner work in the office, but this permission shall not be construed as permitting any such practitioner, or any other person, to use such building thereon as a sanatorium, hospital, nursing home or anything in the nature thereof.

3.2 No unlicensed or derelict motor vehicle, trailer, boat, mobile home or commercial truck shall be stored anywhere on the Unit other than in an enclosed garage or other suitable totally enclosed space.

3.3 No animals of any kind may be kept for commercial purposes and no dog kennel for the purpose of raising, breeding or training dogs may be kept on the Unit or in the Residence, garage or any other structure situate upon the Unit.

- 3.4 No antenna or aerial receiving equipment of any nature or kind shall be erected or maintained on the Unit, or upon the Residence, garage or any other structure or improvement constructed upon the Unit. This condition does not restrict the installation of satellite receiving equipment with a maximum dish diameter of 0.8 metres (the "Satellite Dish"). The installation of a Satellite Dish shall not be permitted in the following locations:
- (a) in the front yard or upon the front elevation of any Residence, garage or other structures or improvements constructed upon the Unit;
 - (b) upon the side elevation of any Residence, garage or other structures or improvements constructed upon the Unit if the Satellite Dish is visible from the street;
 - (c) in the side yard or rear yard on any accessory buildings, posts, fencing, structures or improvements constructed upon the Unit, if the Satellite Dish is visible from the street;
and
 - (d) upon any roof pitch of a Residence if the Satellite Dish is visible from the street.
- 3.5 No garbage or refuse may be stored on the Unit other than in a suitable enclosed space so that the garbage containers are not visible from the street.
- 3.6 Each Transferee shall be responsible for the care, watering and maintenance of any trees or plantings located on the road allowance in front of their respective Units.
- 3.7 No signs, billboards, notices or advertising matter of any kind shall be placed upon any part of the Unit or anything situate thereon, or upon any buildings, fences or other things erected or placed thereon, except with the prior written consent of the Transferor, other than one sign advertising the property for sale or rent measuring not larger than 0.9 metres by 0.6 metres, and any sign erected by a medical or dental practitioner not exceeding 0.2 square metres in area showing the practitioner's name, profession and visiting hours.
- 3.8 No gardens shall be planted nor landscaping of any kind shall be installed any closer than 0.3 metres to any sidewalk situate upon the Municipality's road allowance, in order that safe and adequate winter maintenance of the sidewalk can be provided.
- 3.9 No wind turbine or wind energy conversion system that is used for the production of electrical power where wind is the energy source shall be permitted to be installed upon a Unit or affixed to a Residence, unless otherwise permitted by municipal law.

ARTICLE 4 UNIT GRADING PLAN

- 4.1 No construction shall commence on any Unit(s) until a Unit grading plan (the "Unit Grading Plan") certified by the Transferor's consulting engineer has been filed with the Chief Building Official of the Municipality.
- 4.2 No construction beyond the completion of the footings shall occur until there has been filed with the Chief Building Official, an interim grading certificate bearing the signature and seal of either Transferor's consulting engineer or an Ontario Land Surveyor certifying that the elevation of the top of foundations will conform to the Unit Grading Plan.
- 4.3 No newly constructed building shall be occupied or used unless the Unit is rough graded, to the satisfaction of the Transferor, and the Chief Building Official and Municipal Engineer, so that water will not accumulate at or near the Residence and will not adversely affect adjacent properties.
- 4.4 Within seven (7) months of occupancy, a final grading certificate shall be deposited with the Municipal Engineer. The final grading certificates shall bear the signature and seal of the Transferor's consulting engineer, who is responsible for the overall subdivision grading, certifying that the actual finished elevation and grading of these lands generally conform with the accepted area or subdivision grading plan and the Unit Grading Plan.

- 4.5 After the Unit(s) have been graded in accordance with these Conditions, Restrictions and Covenants, no change shall be made to the actual finished elevation and grading in any way that results in a material alteration of drainage on or across these Unit(s) or adjacent lands from that shown on the accepted subdivision grading plan and the Unit Grading Plans for the Unit(s) and the adjacent lands without the prior written approval of the Municipal Engineer and the delivery of such written approval to the Transferor. The Transferee shall be responsible for any costs incurred by the Transferor in order to perform remedial works to correct any grading deficiency.

ARTICLE 5 CONSTRUCTION

- 5.1 No building shall be erected on a Unit other than one townhouse dwelling suitable for the use of a single family only, and includes an attached garage, suitable only for the use of the occupants, and constructed concurrently with the Residence, as approved by the Transferor.
- 5.2 Occupancy of a Residence will not be permitted unless sidewalk and/or driveway construction has been completed, except in cases where occupancy occurs between October 1 and May 31 and such construction cannot be completed, in which event the required construction shall be completed by June 1. The Transferee shall have its consulting engineer include confirmation of completion of such sidewalk and driveway construction within the final grading certificate.
- 5.3 No driveway shall be constructed on any Unit unless it is of asphalt, concrete or interlocking brick construction and further, unless it extends to the road curb and is provided with a flare at the curb, as required by the Municipality. The Transferee shall install a driveway in order to satisfy the assumption requirements of the Municipality in a timely fashion at the request of the Transferor and at no cost to the Transferor.
- 5.4 Permanent inground or partial above-ground swimming pools may not be constructed or installed within the rear yard of a Unit. No swimming pools of any kind shall be permitted to be installed in the front yard or side yard if visible from the street.
- 5.5 No structure other than a Residence and a garage as herein specified shall be erected on the Unit other than fences, hedges or walls (in compliance with applicable by-laws), and a garden shed measuring not larger than 3 metres in width by 3 metres deep by 1.8 metres in height provided that the location of the garden shed does not interfere with the drainage of the Unit as shown in the Unit Grading Plan, unless otherwise permitted by municipal law.
- 5.6 No top-soil, sand or gravel shall be removed from the Unit during the construction of the Residence without the prior written consent of the Transferor. No materials removed from the Unit shall be placed on any adjoining lands or any lands owned either by the Municipality or the Transferor.
- 5.7 No building waste or other material of any kind shall be dumped or stored on any Unit, except clean fill and top soil for the purpose of levelling the Unit in compliance with the Unit Grading Plan and the completion of any building thereon. Should the Transferor be required to clean-up the Unit as a result of the Transferee's failure to do so, any expense for clean-up of untidy Units shall be solely the responsibility of the Transferee.
- 5.8 No weeping tile connections will be permitted into the sanitary sewers nor will direct gravity connections from the weeping tiles be permitted to the storm sewer system unless the storm sewer system has the capacity to provide for such connections to the satisfaction of the Municipal Engineer. However, pumped connections from the weeping tile to the storm sewers will be permitted. The sanitary sewer PDC shall be visible and capped at all times during construction to prevent storm water drainage into the sanitary sewers. No storm water shall be permitted to enter the sanitary sewer at any time during construction or otherwise.
- 5.9 No excavation or construction upon a Unit shall be undertaken unless in full compliance with the provisions of the Occupation Health and Safety Act and regulations thereto. The Transferee acknowledges and accepts that during construction of an adjacent Residence, a contractor may be required to encroach upon their Unit to properly and safely complete shoring and excavation. Should any restoration to the Unit due to such construction be required, the Transferee, whose contractor has encroached upon the Unit shall, in a timely manner, undertake such work as is necessary to restore the affected area of the Unit to its original condition.

- 5.10 No building shall be erected on a Unit other than one townhouse dwelling suitable for the use of a single family only erected in accordance with the following specifications, and includes an attached garage, suitable only for the use of the occupants, and constructed concurrently with the single family dwelling:
- (a) **Any Residence to be constructed upon Units 1 to 25, (both inclusive), shall be either:**
- (i) **a one storey dwelling with a main floor area of not less than 1,071 square feet; or**
- (ii) **a one storey dwelling with a main floor area of not less than 1,071 square feet with a loft with an floor area of not less than 538 square feet.**
- 5.11 The first floor of the Residence which is above grade shall be constructed of solid brick, brick veneer, stone, or a combination of brick, brick veneer, stone, concrete siding or stucco. On a two storey Residence, the second floor may be constructed of concrete, aluminium or vinyl siding, stucco, solid brick or brick veneer exterior which is to be approved by the Transferor, in writing.
- 5.12 For all Residences, building drawings, including, but not limited to preliminary Unit grading plans, front, rear and side elevation architectural plans and floor plan(s) must be reviewed and approved in writing by the Transferor prior to the Transferee applying to the Municipality for a building permit(s).
- 5.13 Prior to application for a building permit, Transferees are encouraged to orient the Residence utilizing the 6.0 metre minimum main building setback from the Municipality's road allowance. The front yard setback for any portion of the front elevation of the main building or garage shall not exceed 6.0 metres, unless approved by the Transferor in writing.
- 5.14 The footprint of the Residence shall be situated parallel to the municipal Street fronting the Unit. All Residences shall be oriented on the Unit to utilize the maximum Unit frontage permitted by the Municipality, unless approved by the Transferor in writing.

ARTICLE 6 SPECIAL PROVISIONS/WARNING CLAUSES

- 6.1 No excavation or construction shall be permitted other than in strict accordance with the geotechnical recommendations set forth in the geotechnical report of Exp. Services Consulting Engineers Limited respecting this subdivision, such geotechnical engineer must certify to the Municipality's Director of Building Control upon completion of the foundation on the affected Unit that the building construction was completed in accordance with the recommendations of the geotechnical engineer.
- 6.2 All Transferees are advised that the construction of additional public school accommodation is dependent upon funding approval from the Ontario Ministry of Education and, as a result, the property may be designated as part of a "Holding Zone" by the Thames Valley District School Board and that any students residing in such Holding Zone may be designated to attend a "Holding School" until a long-term accommodation solution is in place. There can be no assurance that a new elementary or secondary school may be built to accommodate students residing within the Holding Zone.
- 6.3 No excavation upon a Unit shall be undertaken unless in full compliance with the provisions of the Occupation Health and Safety Act and regulations thereto. The Transferee acknowledges and accepts that during construction of a Residence, a contractor may be required to encroach upon an adjacent Unit to properly and safely complete shoring and excavation. Should any restoration to an adjacent Unit be required, the Transferee whose contractor has encroached upon the adjacent Unit shall, in a timely manner, undertake such work as is necessary to restore the affected area of the Unit to its original condition.
- 6.4 All Transferees are warned of the following:
- (a) that dust, odour and other emissions from agricultural activities conducted in the periphery of the Municipality may be of concern and may interfere with some residential activities; and

- (b) that intermittent blasting, noise and vibration from limestone open pit mining and accessory operations conducted in the periphery of the Municipality may be evident and may occasionally interfere with some residential activities.
- (c) All Transferees acknowledge and agree to include the foregoing environmental clause in all purchase and sale agreements.

6.5 All Transferees are advised that:

- (a) the home/business mail delivery will be from a designated Centralized Mail Box; and
- (b) the location of the exact Centralized Mail Box locations will be confirmed prior to the completion of the sale of a Residence.

6.6 Transferees are advised that dust, odour and other emissions from agricultural activities conducted in the periphery of Ingersoll may be of concern and may interfere with some residential activities.


6.7 Transferees are advised that intermittent blasting, noise and vibration from limestone open pit mining and accessory operations conducted in the periphery of the Town of Ingersoll may be evident and may occasionally interfere with some residential activities.

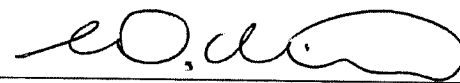
ARTICLE 7 COVENANTS

- 7.1 The Transferor, its successors and assigns, reserves the right to enter upon any Unit(s) (subsequent to any conveyance it may execute) at any time during the period these restrictions are in force as specified in Section 2.1 herein for the sole purpose of making any repairs, changes or alterations in the grading or location of any swales upon the Units or changes in any engineering details as may be required by the Municipality, in connection with its approval of any engineering drainage plans affecting such Unit(s) and pursuant to the liability imposed on the Transferor to do such work as provided by registered Agreement(s) between the Transferor and the Municipality, respecting all Units within the plan of subdivision. The right to enter benefits all those lands within Registered Plan 41M-309, including but not limited to any Units, still owed by the Transferor.
- 7.2 The Transferee acknowledges that the Units are being developed by the Transferor in accordance with certain subdivision and development agreement(s) with the Municipality and it is agreed that construction upon and the usage of the Units shall be governed in all respects by the subdivision and development agreement(s) where applicable.
- 7.3 The Transferor shall be under no liability to the Transferee(s), his, her, its or their heirs, executors, administrators, successors or assigns or to any other person or corporation for any damages arising directly or indirectly out of or in connection with its approval or disapproval or failure to approve any plans for specifications or its consent to or failure to consent to any act, matter or thing, or its amendment, variation, modification or removal of any restrictions herein contained, or its substitution of other restrictions or failure to enforce any contravention of these Conditions, Restrictions or Covenants.
- 7.4 The Transferee hereby covenants with the Transferor that the burden of these Conditions, Restrictions and Covenants shall run with and bind the lands conveyed to and owned by the Transferee and are for the benefit thereof, as well as for the benefit of those lands within Registered Plan 41M-309 still owned by the Transferor.
- 7.5 The Transferor, may amend, vary, modify or remove any Conditions, Restrictions or Covenants herein contained and substitute any other Conditions, Restrictions or Covenants in respect of the Units, insofar as minor breaches thereof are concerned, but not so as to change the general intention or scheme of these Conditions, Restrictions or Covenants.
- 7.6 If any Condition, Restriction or Covenant contained herein, or the application thereof to any circumstance, shall be held to be invalid or unenforceable, then the remaining provisions hereof and the application thereof to other circumstances shall be not affected thereby and shall be held to be valid and enforceable to the full extent permitted by law.

DATED at London, Ontario this 15th day of December, 20 16

SIFTON PROPERTIES LIMITED

Per: 
Richard Sifton
President

Per: 
Wayne Reid
Vice President,
Finance and Administration

We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made the 28th day of December, 2016,

BETWEEN:

SIFTON PROPERTIES LIMITED
(the "Declarant")

of the First Part

- and -

OXFORD VACANT LAND CONDOMINIUM CORPORATION NO. 119
(the "Condominium")

of the Second Part

WHEREAS:

1. the Declarant has registered Oxford Vacant Land Condominium Plan No. 119 (the "Condominium Plan") that created the Condominium;
2. the Declarant and/or any one (1) or more of its predecessors in title has/have entered into one (1) or more registered or other agreements with municipal governments and authorities and/or the condominium Approval Authority, including pursuant to either or both of Sections 41 and 51 of the *Planning Act*, R.S.O. 1990, c. P13 (collectively the "Municipal Agreements");
3. the Declarant and/or any one (1) or more its predecessors in title has/have entered into one (1) or more registered easement and/or access agreements for the supply of gas, electricity, telephone, cable and other services to the Condominium (collectively the "Utility Supplier Agreements");
4. any one (1) or more of the units and/or all or part of the common elements of the Condominium Plan and/or some or all of the assets of the Condominium (if any) may be subject to one (1) or more negative restrictive covenant agreements and/or building schemes (collectively the "Covenants and Schemes");
5. the Condominium must, pursuant to the Declaration and otherwise, fulfill certain obligations as further provided therein (collectively the "Condominium Obligations");
6. the Municipal Agreements, the Utility Supplier Agreements, the Covenants and Schemes, and the Condominium Obligations are collectively referred to hereafter as the "Agreements";
7. the Declarant or an affiliate thereof intends to continue to market unsold units from within the Condominium Plan to prospective purchasers;
8. the Declarant has, will or may provide one (1) or more letters of credit or other security to the local and/or county government and it is possible that any one (1) or more of such municipalities may draw against any such letter of credit or other security on account of acts or omissions of the Condominium including, without limiting the generality of the foregoing, lack of maintenance and repair of the common elements, Condominium's assets and/or units which are the obligation of the Condominium to perform;
9. the Condominium has agreed to provide the Declarant from time to time with current and proposed budget figures, details and related financial and other information and documents for and in respect of the Condominium, as required by the Declarant from time to time on written request, as the Declarant considers necessary in the Declarant's sole and absolute discretion; and

10. the Condominium and the Declarant wish to make certain agreements as set forth herein with respect to any outstanding, incomplete or deficient construction items and any other related matters relating to the Property (as such term is defined in the Declaration), the Condominium and all building and structures located on or making up any part of the Condominium Plan including, without limitation, all improvements made by or on behalf of the Declarant with respect to and/or on or within the Property (all of such present and future buildings and structures are referred to herein as the "Buildings and Improvements").

IN CONSIDERATION of the payment of One (\$1.00) Dollar by the Declarant to the Condominium and One (\$1.00) Dollar by the Condominium to the Declarant (the receipt and sufficiency of which is hereby acknowledged by each), the parties hereto agree as follows:

1. The recitals hereof are true in substance and in fact.
2. The Condominium hereby assumes all obligations and liabilities of the Declarant directly or indirectly on account of the Agreements, other than on account of actions or omissions which have occurred up to and including the date of the registration of the Condominium and agrees to comply with all provisions of the Agreements from the date of registration of the Condominium forward.
3. Anything to be completed in respect of, or required to be or not to be done to comply with, the Agreements from time to time, shall be completed or done or not done by the Condominium at its sole expense in a timely and good and workmanlike manner in accordance with the requirements and specifications of the Agreements.
4. If any authority or municipality (be it local or county) should draw upon or otherwise realize against any security provided by the Declarant, or refuse to release to the Declarant any security held by the authority or municipality including, without limiting the generality of the foregoing, any letter of credit provided by the Declarant, because of or otherwise on account of any act or omission of the Condominium or resident of the Condominium Plan, including, without limiting the generality of the foregoing, the lack of maintenance and repair of common elements, assets of the Condominium and/or units which are the obligation of the Condominium to perform, failure to water and/or otherwise care for any common elements or unit grass, shrub(s) or tree(s) or other landscaping or plants or vegetation, or on account of any changes made to the Condominium Plan that are not in accordance with all municipal approved applicable plans and municipal agreements relating thereto, then, the Condominium shall, upon written demand being made of it by the Declarant, immediately pay the Declarant such amount of money as is necessary to completely indemnify and save the Declarant harmless on account of any such draw or claim against the security or the realization of any part thereof by any municipality or authority or the refusal of the municipality or authority to release any security to the Declarant.
5. The Condominium shall and does hereby covenant and agree to indemnify and hold and save the Declarant harmless from and against all damages, losses, costs and liability whatsoever which the Declarant may suffer or be required to pay or be unable to obtain security release on account thereof as a result of the Condominium's failure to complete, to do or not do as required by, and/or to comply with, the Agreements (the "Condominium's Non-Compliance"), other than on account of actions or omissions which have occurred up to and including the date of the registration of the Condominium Plan, and from and against any and all actual or threatened claims, actions, suits, applications, litigation, charges, complaints, prosecutions, assessments, reassessments, investigations or other proceedings of any nature or kind whatsoever (a "Claim") that may be made or asserted against the Declarant in respect of the Condominium's Non-Compliance.
6. If a Claim is made or brought against the Declarant in connection with the Condominium's Non-Compliance, including but not limited to any claim against any security posted by the Declarant as set out in paragraph 4 hereof, upon written notice to the Condominium, the Condominium shall, at the Condominium's expense and in a timely manner, complete any item to be completed, refrain from doing anything prohibited by the Agreements, contest and defend against any Claims, and reimburse the Declarant for all costs incurred by it, including legal costs on a substantial indemnity basis, and take all such other steps as may be necessary or proper therein to prevent the resolution thereof in a manner adverse to the Declarant. If the Condominium does not, in a timely manner, take steps to deal with any such Claim, the Declarant may undertake steps that the Declarant, in its sole discretion, deems appropriate to address such Claim at the sole risk and expense of the Condominium.

7. The Condominium covenants and agrees that for the first year following the registration of the Condominium Plan that gave rise to the Condominium and for any periods thereafter that the Declarant has any potential liability to the Condominium pursuant to Section 75 of the *Condominium Act, 1998* (the "Act"):
 - a. not to undertake any service not covered in the budget statement that formed part of the Declarant's disclosure statement package, except with consent in writing by the Declarant, which consent may be withheld;
 - b. not to increase the level or frequency of any service from that shown in the said budget so as to increase the costs beyond what is shown in the said budget, except with consent in writing by the Declarant, which consent may be withheld; and,
 - c. not to hire anyone not specifically referred to as being hired in the budget statement, nor engage any professional not specifically budgeted for in the budget statement, nor replace any employee or contractor or other service provider referred to in the said budget with a higher priced employee or contractor or other service provider, except with consent in writing by the Declarant, which consent may be withheld.

8. The Condominium covenants and agrees to provide and deliver to the Declarant from time to time within ten (10) consecutive calendar days of written request of the Condominium by the Declarant without charge to or payment from the Declarant all of the following which are requested in writing by the Declarant from time to time:
 - a. the date of the fiscal year end for the Condominium;
 - b. a copy of the Condominium's budget for the then current fiscal year with particulars of the following for such fiscal year and, in addition, if the next fiscal year of the Condominium is to commence within two (2) months of the date of the request by the Declarant, a copy of the Condominium's Budget or proposed Budget for the next fiscal year with particulars of the following for such fiscal year:
 - i. the fees or charges, if any, that the Condominium is required to pay to the Declarant or another person;
 - ii. a statement of the common expenses of the Condominium;
 - iii. a statement of the proposed amount of each expense of the Condominium, including the cost of:
 - (1) any reserve fund study and reserve fund plan required for the year;
 - (2) any performance audit under Section 44 of the Act due in the year;
 - (3) preparing audited financial statements if Subsection 43(7) requires them within the year; and,
 - (4) the cost of preparing the annual audited financial statements for the year;
 - iv. particulars and details of the type, frequency and level of service to be provided;
 - v. a statement of the projected monthly common expense contribution for each type of unit;
 - vi. the portion of the common expenses to be paid into the reserve fund;
 - c. the status of all pending lawsuits material to the property;
 - d. the amounts of all current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property;

- e. all services not included in the budget that are provided to the Condominium and expenses that others other than the Condominium pay and that might reasonably be expected to become, at any subsequent time, a common expense and the projected common expense contribution attributable to each of those services or expenses for each type of unit;
 - f. the projected amounts in all reserve funds at the end of the current fiscal year;
 - g. a summary of the most recent reserve fund study;
 - h. the most recent reserve fund plan;
 - i. such other information as the Act and its Regulations require the Declarant to provide to purchasers;
 - j. copies of all audited financial statements, all performance audits of the Condominium, all reserve fund studies and reserve fund plans of the Condominium;
 - k. particulars of any expected and/or proposed increases to common expenses and particulars of any expected and/or proposed special assessments;
 - l. particulars of any action and/or demands being contemplated by the Condominium against or of the Declarant; and
 - m. any and all information and documentation that is required to be contained in or delivered with a status certificate pursuant to Section 76(1) of the Act.
9. The Condominium shall and does hereby indemnify and hold and save the Declarant harmless from and against all costs and liability whatsoever which the Declarant may suffer or be required to pay as a result of the Condominium's failure to provide from time to time within ten (10) consecutive calendar days full and accurate information and documentation as set out and required in the above paragraph 8 and/or as a result of the Condominium omitting to supply any of such information and documentation.
10. The Condominium shall have no rights against the Declarant with respect to any outstanding, incomplete or deficient construction items or any other related matters relating to any components of the units or with respect to the common elements of the Condominium beyond those that are specifically granted to the Condominium under the Act, the *Ontario New Home Warranties Plan Act* and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program. The Condominium's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to any components of the unit or with respect to the common elements of the Condominium, shall be through the process established for and administered by Tarion Warranty Corporation. The Condominium, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters.
11. The Condominium shall and does hereby covenant and agree to indemnify and hold and save the Declarant harmless from and against all actions, causes of action, claims and demands for damages, losses, costs and liability whatsoever which are brought by the Condominium in contravention of the foregoing paragraph 10.
12. The Condominium will from time to time upon the request of the Declarant provide the Declarant with clear evidence of the insurance carried by the Condominium. Upon written request by the Declarant, the Condominium will require its insurers to show any municipality with jurisdiction in relation to the condominium plan as a named insured on the insurance policy of the Condominium and provide written evidence thereof to the Declarant.
13. This Agreement shall in all respects be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and all disputes, claims or matters arising out of or under this Agreement shall be governed by such laws.


14. Any monies owing by the Condominium to the Declarant on account of the indemnities herein shall be deemed to be a debt owing by the Condominium to the Declarant. Any such debt shall bear interest calculated monthly at a variable rate set on the first day of each month to be calculated, equal to twice the Prime Rate as of the first day of the month in which such interest is to be calculated. For the purposes of this Agreement, "Prime Rate" means the floating annual rate of interest established from time to time by the Royal Bank of Canada as a reference rate of interest in Canada for Canadian dollar loans to commercial customers in Canada and designated as its prime rate.
15. The use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires and vice versa.
16. The invalidity of any part of this Agreement shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
17. No obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived because of any failure by the Declarant to enforce the same.
18. This Agreement shall neither be terminated nor terminable by the Condominium following the turnover meeting for the Condominium without the express written consent of the Declarant, which consent may be withheld for any reason whatsoever. This Agreement shall be amended only with the written consent of all parties hereto.
19. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

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

SIFTON PROPERTIES LIMITED

Per: 
Richard Sifton

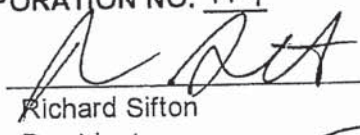
President & CEO

Per: 
Wayne Reid


Vice-President Finance & Administration

We have authority to bind the Corporation.

OXFORD VACANT LAND CONDOMINIUM CORPORATION NO. 119

Per: 
Richard Sifton

President

Per: 
Wayne Reid

Treasurer

We have authority to bind the Corporation.