

THIS DECLARATION (hereinafter called the "**Declaration**") is made and executed pursuant to the provisions of the *Condominium Act*, 1998, S.O. 1998, C.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "**Act**"), by:

CEDARCOVE DEVELOPMENTS INC.
(hereinafter called the "**Declarant**")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the Town of Caledon, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "**Description**") for registration in accordance with the Act and which lands are sometimes referred to as the "**Lands**" or the "**Property**";
- B. The Declarant has constructed various buildings upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the buildings constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a standard freehold condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I.
INTRODUCTORY

1.1 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- a. "**Board**" means the Corporation's Board of Directors;
- b. "**By-Laws**" means the by-laws of the Corporation enacted from time to time;
- c. "**Commercial Units**" means Units 8 to 10, inclusive, and Units 27 to 30, inclusive, on Level 1;
- d. "**Common Elements**" means all the Property except the Units;
- e. "**Common Elements Condominium**" means Peel Common Elements Condominium Corporation No. _____;
- f. "**Corporation**" or "**Condominium**" means the Condominium Corporation created by the registration of this Declaration;
- g. "**Locker Units**" means 8 units on Level 1;
- h. "**Owner**" means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- i. "**Phase II Standard Condominium**" means Peel Standard Condominium Corporation No. _____;
- j. "**Residential Units**" means Units 1 to 7, inclusive, Units 11 to 26, inclusive, and Units 31 to 54, inclusive, on Level 1, and Units 1 to 4, inclusive, on Levels 2 and 3;
- k. "**Rules**" means the rules passed by the Board;

- l. **“Smoking”** means the inhaling, breathing, vaping, carrying, or possession of any ignited cannabis, cigarette, cigar, pipe, electronic cigarette, e-cigarette or other product containing any amount of tobacco, cannabis or other smoke-producing substance, any other similarly heated or lit product, and any illegal substance.
- m. **“Units”** means all portions of the condominium designated as a unit, collectively, as the context may require;

1.2 Act Governs the Lands

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3 Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

1.5 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule “C” attached hereto. Notwithstanding the boundaries of any unit set out in Schedule “C” annexed hereto and notwithstanding anything else provided in this Declaration to the contrary, it is expressly stipulated and declared that:

(a) Residential Units and Commercial Units

Each Residential Unit and Commercial Unit **shall include** all pipes, wires, cables, conduits, ducts, sump pumps, mechanical and electrical apparatus and branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only regardless of whether or not same are located outside the unit boundaries described in Schedule ‘C’. Each Residential Unit and Commercial Unit shall also include the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular unit, (if applicable), regardless of whether or not same are located outside the unit boundaries described in Schedule ‘C’.

Each Residential Unit and Commercial Unit **shall exclude** all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus, including the complete vertical fan coil equipment (namely the fan coil, motor, valves, controls, etc.) as well as any fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all exterior doors, windows, door and window frames, all concrete, concrete blocks or masonry partitions or load bearing walls or columns that lie within the boundaries of any particular unit as hereinbefore set out that supply service or support to another unit(s) or the common element.

(b) Locker Units

Each Locker Unit **shall exclude**, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, doors, frames, wire mesh, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams within any such Locker Unit.

1.6 Common Interest and Common Expenses

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 and shall contribute to the Common Expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be: c/o Ace Condominium Management Inc., 260 Edgeley Boulevard, Unit 28, Vaughan, Ontario, L4K 3Y4, or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be: c/o Ace Condominium Management Inc., 260 Edgeley Boulevard, Unit 28, Vaughan, Ontario, L4K 3Y4. The Corporation's municipal address is _____ (to be assigned by the Town of Caledon) Caledon, Ontario.

1.8 Approval Authority Requirements

There are no conditions imposed by the approval authority to be included in this Declaration.

1.9 Architect/Engineer Certificates

The certificate(s) of the architect and/or engineer(s) that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

**ARTICLE II.
COMMON EXPENSES**

2.1 Specification of Common Expenses

The Common Expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

- (a) Each Owner shall pay to the Corporation his/her proportionate share of the Common Expenses and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his/her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.
- (b) Hydro and Water:
 - (i) The Corporation shall contract for the purchase of electricity and water from the appropriate local distribution company(s) or with an independent energy retailing company(s) arranged for by the Declarant. Where not separately metered, electricity/water consumption in each Owner's Residential Unit and Commercial Unit shall be measured and invoiced by a sub-metering system(s) installed and operated by a third-party supplier(s) (the "**Supplier**") arranged for by the Declarant.
 - (ii) Each Owner shall receive and be responsible for, payment of the invoice with respect to the electricity/water consumption for his/her Unit. The Owner shall remit payment to the Supplier for electricity/water consumption, equipment and administrative fees, separate from any other obligations the Owner has with respect to payment of Common Expenses as an Owner within the Condominium.

- (iii) Any monies owing with respect to invoices for electricity/water consumption and/or fees which is not paid to the Supplier by the Owner according to the terms of the invoice, may be paid by the Corporation to the Supplier and shall thereupon be a debt owed by the Owner. In such event, this debt shall, for such purposes only, be considered Common Expenses, and shall be collectible by the Corporation as if same were Common Expenses in arrears. Payment to the Supplier shall be made in such manner and with such frequency as determined by the Board and/or Supplier from time to time, acting reasonably. Interest will accrue on arrears of money owing for electricity/water consumption at a rate as determined by the Corporation and/or the Supplier.
- (iv) As a condition of being supplied or continuing to be supplied with electricity/water, the Corporation and/or Supplier has the right to perform a credit check on an Owner, as well as to require an Owner to maintain a deposit with the Supplier. The Supplier is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of electricity/water.
- (v) Notwithstanding any other provisions of this Declaration, the Owner authorizes entry to Units and the Common Elements by the Supplier or its subcontractors from time to time, as deemed necessary by the Supplier for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.
- (vi) The Supplier shall be entitled, subject to complying with all other laws and regulations, to stop the supply of electricity/water to any Unit where payments owing for same are in arrears.
- (vii) The Corporation will, at the request of the Declarant, enter into or assume an electricity/water Sub-metering Agreement(s) with the Supplier and will be responsible to pay all electricity/water related to the Common Elements.

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the Common Expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act; and
- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE III. COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements that:

- (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-Laws and Rules of the Corporation;
- (ii) is likely to damage the Property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (iii) will unreasonably interfere with the use and enjoyment by the other Owners of Common Elements and/or their respective Unit;
- (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.
- (v) may interfere with or impede the ability of the Manager to perform his/her duties.
- (vi) violates any municipal by-law, law, rule, ordinance.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-Law and/or the Rules.

3.2 Exclusive Use Common Elements

- (a) Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).
- (b) Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors, access to and use of the exclusive use of the Common Elements for the purpose of facilitating the maintenance and repair of: (i) the Owner's exclusive use of the Common Elements; (ii) any other part of the Common Elements; (iii) any other Unit, or (iv) any other part of the Condominium or the Common Elements Condominium.

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time;
- (b) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager.
- (c) Only residents (owners or tenants and their household and invited guests) of Residential Units in this Condominium shall have the use of the amenity facilities located within this Condominium. Further, no Owner, tenant, customer, invitee, supplier, agent, patron or employee from time to time of a Commercial Unit shall

have any right of access or use of the Common Elements other than those portions for which the Commercial Unit has exclusive use or which are required for the limited purpose of providing access to a Commercial Unit, for delivery of goods and supplies or for removal or storage of garbage in designated areas in accordance with the Rules.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act. Notwithstanding the foregoing, the Declarant shall have the right to make all changes or alterations to the Common Elements as it determines without obtaining the prior written approval of the Board or entering into any such agreement with the Corporation.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of owners who own at least sixty-six and two thirds (66 2/3%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

Notwithstanding anything provided in this Declaration to the contrary, the Corporation shall not:

- (i) add, alter or remove any landscaping features erected by the Declarant and located on the Common Elements for a period of five (5) years from the date of registration of this Declaration, without the written consent of the Declarant, which consent may be unreasonably or arbitrarily withheld; and
- (ii) alter the grading the of the Common Elements, in any manner whatsoever, should such alteration deviate from municipally approved site plans and/or grading plans.

3.5 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium or any dwellings to be constructed on any other lands owned by the Declarant in the vicinity of this Condominium, including the Common Elements Condominium, from time to time;
- (b) the Declarant and its authorized agents or representatives and/or invitees shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction

and/or customer-service purposes with respect to this Condominium, or any dwellings to be constructed on any other lands owned by the Declarant in the vicinity of the Condominium, including the Common Elements Condominium upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/ construction/customer-service office(s) and said model suites;

- (c) the Declarant and its authorized agents, representatives and/or invitees shall have free access at all reasonable times to the Units and Common Elements (including any exclusive use Common Elements), in order to make inspections or do any work or repairs thereon which may be deemed necessary by the Declarant in connection with the completion of the Units, any warranty obligations of the Declarant or for any servicing or installations in connection with the Units, the Common Elements, the Common Elements Condominium or any other Units in the Condominium and this right shall be in addition to any rights and easements in favour of the Declarant pursuant to this Declaration or under the Act; and
- (d) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the Common Element areas of this Condominium.

3.6 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a nuisance or a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

3.7 Smoking within the Common Elements

Smoking within the Common Elements is prohibited a) on or in any exclusive use Common Elements appurtenant to any Unit; b) in any interior Common Elements as well as the outdoor rooftop terrace; and c) within nine (9) metres of any door or window of any building or structure on the Property.

ARTICLE IV. UNITS

4.1 General Restrictions

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or 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 referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-Laws, and/or any agreement authorized by By-Law. If the use made by an Owner of a Unit, other

than the Declarant (except as is contemplated in this Declaration or in the By-Laws, or in any agreement authorized by By-Law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, 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 such Owner's use) and such 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 such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his/her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such.

- (b) Each Owner shall comply, and shall require all members of his/her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his/her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules, including, without limiting the generality of the foregoing, the declaration, by-laws and rules of the Common Elements Condominium, when on the property owned by the Common Elements Condominium;
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, except if same was originally provided by the Declarant, or with the prior written consent of the Board, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except if same was originally provided by the Declarant or with the prior written consent of the Board and further, when approved, subject to the Rules. The foregoing shall not preclude the use of planters and planting of small shrubs and flowers on any exclusive use balcony or deck. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property; and
- (d) No exterior aerial antenna or satellite dish shall be placed on the Property, including Units and Common Elements, except as may be permitted by the Declarant or the Board.

4.2 Residential Units

- (a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall not be greater than the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction/services offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Unit, for the marketing of Units in this Corporation or any dwellings to be constructed on the Common Elements Condominium, or in any other project being developed by the Declarant or its affiliates until registered title to all Residential Units in this Corporation as well as any other dwellings to be constructed on the adjacent lands, including the Common Elements Condominium, have been transferred by the Declarant;
- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Residential Unit, except for

signs marketing the Property or the Corporation or Units contained therein by the Declarant and/or its related companies;

- (c) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation, shall be permitted in any Unit;
- (d) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his/her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his/her own client basis and shall be deemed to be additional contributions to Common Expenses and recoverable as such;
- (e) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition modification or alteration which is solely decorative in nature, in or to his Residential Unit or make any change, addition, modification or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board;
- (f) No barbecues may be used indoors or outdoors, save and except barbecues are permitted on balconies, decks, roof terraces or other exclusive use outdoor areas, provided that the barbecues only use natural gas (not propane) and the balcony, decks, roof terrace or other exclusive use outdoor area have been equipped with a natural gas line with a "quick disconnect" for barbecue use which has been provided by the Declarant or approved by the Board;"
- (g)
 - (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including executing an agreement pursuant to Section 98 of the Act, obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
 - (a) erect, remove or alter any internal walls or partitions within his/her Residential Unit; or

- (b) where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his/her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his/her Residential Unit side of such Vertical/Horizontal Party Wall.
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
 - (a) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
 - (b) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
 - (c) the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the rules of the Condominium, shall remain unchanged.
- (h) Notwithstanding any other provision of this Declaration, the Declarant shall be entitled to redesign any Unit or Units, including the erection, removal or alteration of any internal walls within any Unit and/or the alteration and removal in whole or in part of a vertical boundary wall between two horizontally adjoining Units and/or cut a hole in the floor slab between two vertically adjoining Units without the prior consent of the Condominium. The Declarant shall, however, deliver to the Condominium the plans and specifications detailing the location, materials and method of construction and installation of such work and the Declarant shall comply with all relevant municipal and other governmental by-laws, rules and regulations in completing any such alterations to the Units.
- (i) Smoking is permitted within a Residential Unit or Commercial Unit. However, if the Smoking is deemed to be a nuisance by the Board, acting in its sole and absolute discretion, then, notwithstanding the foregoing, the Owner shall be obliged to take

all steps that the Board deems necessary to eliminate said nuisance within a period of time to be established by the Board. Such steps may include, but are not limited to, the installation of additional exhaust fans or any other reasonable equipment, with smoke sensitive automatic controls, and, if alterations to the common elements are required for the said equipment or fans, entering into an agreement with the Corporation in accordance with Section 98 of the Act. Any associated costs shall be the sole responsibility of the Owner. Further, if, in the opinion of the Board, acting in its sole and absolute discretion, a nuisance continues after the period of time set out by the Board to correct the nuisance, and notwithstanding any steps taken by the Owner to eliminate such nuisance, the Board may require the Owner to cease Smoking in the Residential Unit or Commercial Unit.

- (j) No Owner shall install any fencing within any exclusive use Common Elements appurtenant to their Unit;
- (k) Driveways and parking spaces comprising part of a Unit or designated as exclusive use Common Elements shall only be used for the purpose of parking private passenger automobiles or vans or personal water craft and for no other purposes. No driveway shall be widened without the written consent of the Board and only in accordance with Municipal requirements; and
- (l) No Owner shall alter the grade of the land or install any landscaping, retaining walls, swimming pools, sheds, fencing, deck or other improvements on or to his/her Unit, which may, in the sole and absolute discretion of the Board or Declarant, obstruct the drainage pattern of the Property.

4.3 Commercial Units

- (a) The Commercial Units shall be occupied and used only in accordance with and as permitted by the by-laws of the Town of Caledon and otherwise in accordance with and as permitted by any statutes, regulations and rules of any governmental authority having jurisdiction and for no other purposes. Hours of operation of the Commercial Units shall be at the discretion of the Owners of Commercial Units. Notwithstanding the foregoing, and notwithstanding that the following uses may be permitted by the zoning by-laws of the Town of Caledon:
 - (i) the Commercial Units shall not be occupied and used for any of the following uses, namely: animal/veterinary clinic or animal grooming salon or pet store; billiard parlor; bowling alley; church and related buildings; dry cleaning or laundry depot (except if drop off and pick up only of clothing with no washing or drying being done on premises); laundromat; funeral home; hotel and hotel ancillary uses; place of amusement or entertainment (except fitness or exercise centres are permitted); private or fraternal club; public hall; publishing house; service station; taxi establishment; or theatre or cinema; all as defined in accordance with the zoning by-laws of the Town of Caledon, from time to time. Further, no full-service restaurant or bakery requiring the installation or construction of a commercial grade exhaust system or oven shall be permitted in any of the Commercial Units provided however, that the use of microwaves and residential grade baking ovens shall be permitted in a quick service restaurant;
 - (ii) during such time that Unit 10, Level 1 of the Phase II Standard Condominium is being used primarily as a dental office or a general family dentistry practice, no Commercial Unit in the Condominium may be used for such purpose (the “**Dental Restriction**”). In the event that the Owner of Unit 10, Level 1 of the Phase II Standard Condominium, or its tenant(s), ceases to use said unit to carry on the business of a dental office or a general family dentistry practice for a continuous period of sixty (60) days, such Owner shall be deemed to have surrendered the benefit of the Dental Restriction and the Dental Restriction shall thereafter be expired and of no further force and effect. In the event that the Owner of Unit 10, Level 1 of the Phase II Standard Condominium is of the opinion that a Commercial Unit Owner is in breach of the terms of the Dental Restriction, only the Owner of Unit 10, Level 1 of the Phase II Standard Condominium shall be entitled to enforce the Dental Restriction and neither the Corporation nor

the Declarant shall be added to any such claim as a defendant or third-party defendant for failing to enforce the Dental Restriction;

- (iii) during such time that Unit 7, Level 1 of the Phase II Standard Condominium is being used primarily as a physiotherapy clinic or a general physiotherapy practice, no Commercial Unit in the Condominium may be used for such purpose (the “**Physiotherapy Restriction**”). In the event that the Owner of Unit 7, Level 1 of the Phase II Standard Condominium, or its tenant(s), ceases to use said unit to carry on the business of a physiotherapy clinic or a general physiotherapy practice for a continuous period of sixty (60) days, such Owner shall be deemed to have surrendered the benefit of the Physiotherapy Restriction and the Physiotherapy Restriction shall thereafter be expired and of no further force and effect. In the event that the Owner of Unit 7, Level 1 of the Phase II Standard Condominium is of the opinion that a Commercial Unit Owner is in breach of the terms of the Physiotherapy Restriction, only the Owner of Unit 7, Level 1 of the Phase II Standard Condominium shall be entitled to enforce the Physiotherapy Restriction and neither the Corporation nor the Declarant shall be added to any such claim as a defendant or third-party defendant for failing to enforce the Physiotherapy Restriction;
 - (iv) during such time that Unit 12, Level 1 of the Phase II Standard Condominium is being used primarily as a pharmacy, no Commercial Unit in the Condominium may be used for such purpose (the “**Pharmacy Restriction**”). In the event that the Owner of Unit 12, Level 1 of the Phase II Standard Condominium, or its tenant(s), ceases to use said unit to carry on the business of a pharmacy for a continuous period of sixty (60) days, such Owner shall be deemed to have surrendered the benefit of the Pharmacy Restriction and the Pharmacy Restriction shall thereafter be expired and of no further force and effect. In the event that the Owner of Unit 12, Level 1 of the Phase II Standard Condominium is of the opinion that a Commercial Unit Owner is in breach of the terms of the Pharmacy Restriction, only the Owner of Unit 12, Level 1 of the Phase II Standard Condominium shall be entitled to enforce the Pharmacy Restriction and neither the Corporation nor the Declarant shall be added to any such claim as a defendant or third-party defendant for failing to enforce the Pharmacy Restriction.
- (b) The Owners of Commercial Units shall comply and shall require all tenants, employees, invitees, licensees and visitors of the Commercial Units to comply with the Act, this Declaration, the by-laws and the Rules.
 - (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Commercial Unit except with the prior written consent of the Board.
 - (d) Notwithstanding anything to the contrary herein, the Owners of the Commercial Units shall be responsible at their own expense for the cleaning of the interior of their Commercial Unit.
 - (e) The Owners of the Commercial Units and their tenants, employees, invitees, customers and licensees (other than an owner or tenant in occupation of a Residential Unit) shall not be entitled to use any part of the Common Elements within the residential component of the Condominium, including, but not limited to the hallways elevators and garbage storage room, save and except those areas of the Common Elements as follows (to which access shall not be denied or restricted by the Corporation):
 - (i) those portions of the outdoor ground floor areas and such part of the indoor Common Element areas which provide access to and egress from the Commercial Units to the outside boundary of the Condominium;
 - (ii) those portions of the outdoor and indoor stairwells and corridors which lead to any exclusive use parking or visitor parking which are being used by the Commercial Unit owners, and by their tenants, invitees, and licensees and their duly authorized and designated employees or agents;

- (iii) those portions of the Common Element areas and roadways used for ingress to and egress from the Commercial Units for, shipping and receiving or waste staging and disposal for the Commercial Units;
 - (iv) those parts of the Common Elements areas which are necessary or incidental to the use and enjoyment of the Commercial Units or any part or parts thereof, or over which any servicing systems run or operate or over those parts of the Common Element areas which are required to gain access to such services or servicing systems in order to permit the Commercial Units or any part or parts thereof to function in accordance with their permitted use or those parts of the Common Elements as are necessary to allow the owners of the Commercial Units to maintain and repair the Commercial Units in accordance with the provisions of this Declaration; and
 - (v) those parts of the Common Elements which are designated for the exclusive use of the Commercial Units.
- (f) It shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units pursuant to Section 58 of the Act, to ensure that any Rules respecting the Commercial Units shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Commercial Units as set forth herein.
- (g) The Owner of a Commercial Unit and any persons occupying a Commercial Unit with any Owner's consent shall be entitled to erect, remove, replace or alter any internal walls or partitions within such Commercial Unit and, if required have reasonable access to the Common Elements without the consent of the Board, for the following purposes:
- (i) to affix, place or install within the Commercial Unit any signs, advertisement, or notice advertising the trade or business being conducted within a Commercial Unit in accordance with the restrictions set forth in subparagraph (h) below, provided the other applicable terms and conditions as set forth in this Declaration are complied with;
 - (ii) to install, alter, repair or replace any servicing system which services or is intended to service exclusively a Commercial Unit or any part thereof, such servicing system to include any air-conditioning system, heating system, ecology or environmental system, a venting or air filtration system, a fire alarm or fire protection system, a sound installation or heat installation system, a sprinkler or a loading system, sanitary, storm, water and electrical services;
 - (iii) to allow the alteration and/or removal of non-structural or non-load bearing walls or columns within a Commercial Unit; and
 - (iv) to alter, replace or install existing or new floor coverings, wall coverings, ceiling coverings, light fixtures and other similar finishings or installations and generally to construct such improvements or renovations to a Commercial Unit or any part thereof in the nature of leasehold improvements which the owner of a Commercial Unit or his tenants, subtenants, licensees desire to make or effect to the Commercial Unit and/or leasehold premises as to assist them in the operation or conduct of the business being carried on therein.

Provided that in doing any of the foregoing:

- (1) the services that provide power or service to any portion of the Common Elements of the Corporation or to any other Unit is not unduly disturbed or interfered with or interrupted and is not damaged.
- (2) prior to performing such work, the Owner (save and except for the Declarant, its tenants, subtenants, or licensees) shall lodge with the Board the drawings and specifications detailing the location, materials and method

of construction and installation of such work; together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer carrying on business in the Province of Ontario, certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements and the Units will not be impaired and such work will not interfere with or impair any structure or the functioning and operation of any machinery and equipment which is part of the Common Elements and serves other Units;

- (3) all such work performed by the Owner or on behalf of the Owner shall be carried out in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances, including the requirement to obtain a building permit, and with the drawings and specifications lodged with the board as set out in subparagraph (ii) above; and
 - (4) that adequate measures are taken by such Owner so that any noise, vibration or interference caused to any of the other Unit Owners, or caused to pedestrian access to and egress from the Commercial Units or any part thereof and arising from such work is minimized to a reasonable extent.
- (h) Subject to obtaining the Declarant's prior written consent and approval until such time that all of the Units in the Condominium have been conveyed by the Declarant and thereafter, subject to obtaining the prior written consent and approval of the Board, the Owners of Commercial Units or any persons occupying the whole of the Commercial Units with an Owner's consent shall be entitled to inscribe, paint, affix or display on that portion of the Common Elements designated as exclusive use in Schedule "F", designated for sign purposes, such signs, including facing and backlights as are of a size and type as permitted by the municipal by-laws and municipal agreements applicable to the Property. Owners of Commercial Units or any persons occupying the Commercial Units, within Owner's consent, shall maintain the sign or signs in a first-class repair and condition at their sole cost and expense. Until such time as all of the Units in the Property have been conveyed by the Declarant, Owners of Commercial Units or any person occupying the whole of the Commercial Units with an Owner's consent, shall be required to comply with the Declarant's sign guidelines established from time to time, at the Owner's sole cost and expense, failing which, the Declarant shall have the right to remove any offending sign or signs, all at the Owner's sole cost and expense. Notwithstanding anything to the contrary herein, no person shall affix or install canopies or awnings on the common elements in an area outside of the Commercial Units, other than the Declarant.
- (i) If an Owner (other than the Declarant) shall do or permit anything to be done or to bring or keep anything upon or in the Commercial Units, Common Elements, including the exclusive use Common Elements so as to result in an increase in the premium rate of any policy or insurance placed by or on behalf of the Corporation, and after receipt of notice by the Corporation, such owner shall pay to the Corporation with his next monthly contribution towards common expenses, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this section are deemed to be additional contributions towards common expenses and are recoverable as such.
 - (j) No Commercial Unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation.
 - (k) Notwithstanding anything to the contrary in this Declaration, or any rule passed by the Corporation, subsections 4.3(b), 4.3(c), 4.3(e), 4.3(g)(1-4) and 4.3(j) shall not apply to the Declarant or any tenants, sub-tenants, occupants or licensees of the Declarant. In addition, the Declarant shall be entitled, at any time, to affix any sign, sign box, canopy, awning, notice, advertisement or other device to any portion of the Common Elements or Commercial Units, and to use any portion of the Common Elements, including the exclusive use portion of the Common Elements associated

with any Commercial Units for such purposes as the Declarant determines, in its sole and absolute discretion.

- (l) Notwithstanding anything to the contrary contained herein, Owners of Commercial Units or any persons occupying a Commercial Unit with an Owner's consent shall be obliged to obtain the written consent of the Declarant until such time as all of the Units in the Property have been conveyed by the Declarant and thereafter of the Board, to install or construct any exhaust system for use in or by a Commercial Unit. In providing its consent, the Declarant and the Board shall be entitled to impose such conditions as they deem necessary or reasonable in their sole discretion.
- (m) Parking spaces comprising part of a Commercial Unit or designated as exclusive use Common Elements shall only be used for the purpose of parking private passenger automobiles or vans or personal watercraft and for no other purposes. No storage is permitted in these areas. No driveway shall be widened without the written consent of the Board and only in accordance with municipal requirements.
- (n) Owners and tenants of Commercial Units are responsible for storage and removal of refuse and recyclable materials at his/her own expense. Owners/occupants of Commercial Units will be obligated to contract with a private company for the collection of refuse and recyclable materials at his/her own expense.

4.4 Locker Units

- (a) The Locker Unit may only be used for the storage of bicycles and such other non-hazardous and/or non-combustible materials that shall not constitute a danger or nuisance to the residents of the Corporation, the Residential Units or the Common Elements and only in accordance with the applicable zoning by-law. The Board may from time to time restrict the categories of items that may be stored or used in the Locker Units. The Locker Unit Owner shall maintain his/her Locker Unit in a clean sightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel, representatives, invitees or any prospective purchaser or tenant to use any unsold Locker Units which right shall continue until such time as all the units in the Project have been conveyed and the Declarant has completed all work in the Condominium and all warranty periods expired.
- (c) Notwithstanding the provisions of this section, in the event that the Corporation becomes the Owner of any of the Locker Units, the Board may, from time to time, designate the said Locker Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.

4.5 Restrictions on Sale and Lease of Locker Unit(s)

Notwithstanding anything hereinbefore or hereinafter provided to the contrary and save and except for any Locker Unit(s) owned by the Declarant and/or the Corporation, the ownership, sale, leasing, charging, assigning, transferring, or otherwise conveying of any Locker Unit(s) shall be subject to the following restrictions:

- (a) any sale, transfer, assignment or other conveyance of aforesaid Units shall be made only to the Declarant, to the Condominium or to any Owner of a Residential Unit in the Condominium;
- (b) no Owner of a Residential Unit in the Condominium shall retain ownership of any such Unit after he or she has sold and conveyed title to his or her Residential Unit within the Condominium;
- (c) any lease of such Unit shall be made only to the Declarant, the Condominium or to any Owner or tenant of a Residential Unit in the Condominium, provided however, that if any such Unit is leased to a tenant of a Residential Unit in the Condominium,

then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit;

- (d) where any such Unit is leased to an Owner of a Residential Unit in the Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's Residential Unit, the lease in respect of the Unit shall also be assigned by the said lessee to the transferee or new Owner of such Residential within thirty (30) days of the registration of the transfer of title to the said Residential Unit, failing which the lease of the Unit shall be automatically terminated and be of no further force or effect and the Unit which is subject to such lease shall thereupon revert to the lessor thereof; and
- (e) where the lessee of such Unit is an owner of a Residential Unit in the Condominium and such lessee is deprived of possession and/or ownership of his or her Residential Unit in the Condominium through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against the said Residential Unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the unit which is subject to such lease shall automatically revert to the lessor thereof.

4.6 Leasing of Units

Notification of Lease:

- (a) Where an Owner leases his/her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
 - (i) notify the Corporation that the Unit is leased;
 - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
 - (iii) provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation.
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation;
- (d) Any Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant; and

ARTICLE V. MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his/her Unit, and subject to the provisions of the Declaration, each Owner shall repair his/her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his/her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:
 - (i) the interior surface of doors which provide the means of ingress and egress from his/her Unit and repair damage to those doors caused by the negligence

of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his/her Unit;

- (ii) as well as clean the interior surface of all windows in Units and interior and exterior surfaces of all windows and window sills contiguous to his/her Unit and which are safely accessible at ground level or by the balcony, deck or porch or patio. Unit Owners shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
- (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supplies any service to his/her Unit only;
- (iv) all exhaust fans and fan motors located within the Unit, including in the kitchen and bathroom areas of the Unit or adjacent Common Elements and services the Unit;
- (v) his/her indoor parking spaces or outdoor parking spaces, be it exclusive use Common Elements or part of a Unit, in a clean and slightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the same. For greater clarity, the floors of each indoor or outdoor parking space shall be repaired and maintained by the Owner that enjoys the use of said parking space (including any protective membrane or coating) necessitated by spills or leakage; and
- (vi) the exclusive use portions of the Common Elements associated with all Units, including any balconies, decks, porches (including decking surface material, privacy fences), terraces, entryways, yards, walkways and/or stairs (other than structural repairs) to which the Unit has direct access, if such Owner's Unit has been allocated exclusive use common elements, provided such maintenance and repairs shall be performed to a standard acceptable to the Condominium and any such repairs shall be performed by a contractor approved by the Condominium. For greater certainty, no Owner shall alter or repair any exclusive use common elements, nor apply any paint, stucco, wallpaper, varnish, stain or other finishes to any portion thereof, nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Condominium to ensure that a uniform and aesthetically appealing appearance is maintained for the Condominium. The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Condominium to maintain an aesthetically appealing and uniform appearance with respect to the Condominium. If an Owner defaults with respect to any of his/her obligations pursuant to this provision, then the Condominium may perform any of these functions and all costs and expenses incurred by the Condominium shall be paid by the defaulting Owner forthwith after written demand and such amount may be added to the monthly contributions towards Common Expenses applicable to such Owner only and shall be recoverable in the same manner as Common Expenses from such Owner (with corresponding lien rights in favour of the Condominium). Each Owner shall be responsible for any damage to the waterproofing, weatherproofing or insulation of any exclusive use balcony, deck and/or porch caused by the Owner's negligence or willful misconduct and any resulting damage to any other Unit or the Common Elements of the Condominium. For clarity, the Condominium reserves the right (but shall not have the obligation) to perform any and all of these maintenance obligations, in its sole and absolute discretion and, in this event, all costs and expenses incurred by the Condominium shall form part of the Common Expenses.
- (vii) as well as, maintain, replace and repair, in respect of the Units, any system, appliance or fixture that serves his/her own Unit, including the heating, air conditioning and ventilation systems and equipment including thermostatic controls contained within and servicing the Owner's Unit (to and including the shut-off valve, if applicable) such maintenance to include regularly

scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters, at the Owner's expense, provided such maintenance, repairs and/or replacements shall only be conducted by personnel approved by the Board. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Residential Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the Common Expenses. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his/her servants, residents, family members, guests, visitors, agents, tenants, licensees or invitees. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

- (viii) as well as, be responsible to maintain and water all bushes, trees, grass and other landscaping features installed by the Declarant, and which are located within any portions of the Common Elements designated as exclusive use areas.
- (ix) as well as, be responsible for the removal of snow and ice from any exclusive use portion of the Common Elements associated with their Unit and designated as indoor parking or outdoor parking, which shall be performed/completed in a timely manner. For greater clarity, this shall include the driveway from his/her garage door to the roadway within the Common Elements Condominium.
- (x) each Owner shall remove snow and ice in the area from his/her front door, including any stairs, landings, porches and walkways designed as shared exclusive use Common Elements.

5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner his/her residents, family members, guests, visitors, tenants, licensees or invitees to his/her Unit, to so maintain and repair his/her Unit and such parts of the Common Elements for which he/she is responsible, or caused by the negligence or wilful misconduct of the Owner, his/her residents, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3 Repair and Maintenance by Corporation

- (a) The Corporation shall be responsible for the maintenance and repair of the Common Elements and the exclusive use Common Elements, however, the Corporation shall not be responsible for those parts of the Common Elements (and exclusive use Common Elements) which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1, or any other provisions of this Declaration.
- (b) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum, calculated monthly until paid by the Owner. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

ARTICLE VI. INDEMNIFICATION

- 6.1 Each Owner shall indemnify and save harmless the Corporation and the Declarant from and against any loss, cost, damage, injury or liability whatsoever which the Corporation and/or the Declarant may suffer or incur resulting from or caused by an act or omission of such Owner, or such Owner's residents, family members, guests, visitors, tenants, licensees or invitees to such Owner's Unit, or with respect to the Common Elements and/or all other Units, except for any losses, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance maintained by the Corporation) and insured against by the Corporation and for which proceeds of insurance sufficient to cover any such losses, costs, damages, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such.

Without limiting the generality of the foregoing and notwithstanding anything contained in this Declaration to the contrary, all costs and expenses (including, without limitation, insurance deductible(s), if applicable, legal fees on a substantial indemnity basis, as well as all applicable disbursements and any costs relating to the inspection of the Owner's Unit) incurred by the Corporation and/or Declarant by reason of a breach of the Act, this Declaration, the By-laws and/or the Rules in force from time to time (including a breach of any agreement authorized or ratified by any By-laws or resolution of the Corporation), committed by any Owner, or such Owner's residents, family members, guests, visitors, tenants, licensees or invitees to such Owner's Unit, shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such Owner, and such Owner shall accordingly be obliged to forthwith reimburse the Corporation and/or Declarant for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the Common Expenses payable by such Owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation and/or Declarant against such Owner's Unit).

ARTICLE VII. INSURANCE

7.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

- (a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
- (i) the Property and building, but excluding improvements made or acquired by an Owner; and
 - (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, and of the units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the Common Elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

(b) Policy Provisions

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 all mortgagee endorsements subject to the provisions of the Act and this Declaration) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
 - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
 - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
 - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
 - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.
- (d) Boiler, Machinery and Pressure Vessel Insurance: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

- (a) The Corporation, its Board and its officers 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. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his/her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) 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 to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any

insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;

- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

7.3 By the Owner

- (a) 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, must be obtained and maintained by each Owner at such Owner's own expense:
 - (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
 - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
 - (i) additional living expenses incurred by an Owner if forced to leave his/her residential Unit by one of the hazards protected against under the Corporation's policy;
 - (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "**Liabilities**"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively

incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

ARTICLE VIII DUTIES OF THE CORPORATION

8.1 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, namely:

- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant (and ultimately the Corporation) to construct, complete, maintain and repair the Property and the Common Elements Condominium.
- (b) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6th month and the 10th month following the registration of this Declaration, then the Corporation shall have a duty to:
 - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
 - (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act;

- (c) To take all reasonable steps to collect from each unit owner his/her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses.
- (d) To grant, forthwith upon request by the Declarant, or any utility or cable operator, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Units in the Condominium and/or to the Common Elements Condominium and if so requested by the grantees of such easements, or the Declarant to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and/or to the Common Elements Condominium and

for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

- (e) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.
- (f) To pay, on a monthly basis, all common expenses or other costs and expenses payable to the Common Elements Condominium. Also, to abide by and to cause the Owners to abide by the declaration, by-laws and rules of the Common Elements Condominium.
- (g) Not to object or oppose any rezoning, minor variance, severance application, approval, development or redevelopment of any other lands owned or controlled by the Declarant within the general vicinity of the Condominium including the Common Elements Condominium.
- (h) To enter into, abide by and comply with the terms and provisions of any subdivision, condominium, site plan, development or similar agreements (as well as enter into a formal assumption agreement with any governmental authorities relating thereto, if so required by the Declarant).
- (i) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements for its marketing/sale/construction programs in connection with the Condominium and the Common Elements Condominium, as more particularly set out in the foregoing provisions of this Declaration.
- (j) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Owner or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement enjoyed by any of the Common Elements Condominium and/or their respective residents, tenants and invitees.
- (k) To grant, convey and provide to the Declarant or such other party as may be designed by the Declarant, forthwith upon request, any and all authorizations and/or easements and/or approvals and/or licenses to provide for any encroachments as may be requested by the Declarant, to facilitate construction activities and completion of the Common Elements Condominium and/or any other lands owned or controlled by the Declarant in the vicinity of the Condominium, including but not limited to, the use of a construction crane and ancillary devices over the Lands, the placement of hoarding, fencing or storage of materials, equipment and products in, on, under or above the Lands, the placement of shoring, tiebacks and/or underpinnings within or upon the subsurface of the Lands, the placement or attachment of lateral structural supports for the protection and benefit of the existing foundations, load bearing walls and other below grade structural components, all within the Lands. All of which shall be provided without fee or compensation to the Corporation. The Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict any of the foregoing rights, approvals or licenses granted to the Declarant, or such other party as may be designed by the Declarant.
- (l) Not to object to the construction of and/or further development of the Common Elements Condominium, or the residential units tied thereto or any subsequent standard condominium contained within parcels of land tied to the Common Elements Condominium, nor claim such construction, development or any resulting noise, dust or vibration as an inconvenience or nuisance with any relevant governmental authorities.
- (m) To execute and deliver all documentation necessary to release (or partially release) any easement benefiting the Property if any such easement (or part thereof) referred to in Schedule "A" of this Declaration is determined by the Declarant, in its sole and absolute discretion, to be unnecessary for the proper functioning or operation of the Condominium, all without cost to the Declarant.

- (n) To assume, enter into and comply with the terms and provisions of all equipment leases relating to equipment serving the Condominium entered into by the Declarant for and on behalf of the Condominium.
- (o) To assume, enter into and comply with the terms and provisions of the management agreement, sub-metering agreement, utility agreement and any other agreement entered into by the Declarant for and on behalf of the Condominium.
- (p) To enter into, abide by and comply with the terms and provisions of the warranty agreement with the Declarant (the "Warranty Agreement") which shall provide that:
 - (i) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act, the Ontario New Home Warranties Plan Act, as amended and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program;
 - (ii) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium (including the Common Elements) and the Building shall be through the process established for and administered by Tarion Warranty Corporation;
 - (iii) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
 - (iv) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of action, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement;
 - (v) The Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any matter or thing relating to the Property, the Condominium (including the Common Elements) or the Building against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity. Such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes of action against any person or legal entity other than the entity named as the Declarant; and
 - (vi) the Warranty Agreement shall not be terminated or terminable by the Corporation following the Turnover Meeting.

**ARTICLE IX
GENERAL MATTERS AND ADMINISTRATION**

9.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, 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, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. In addition, the Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.

- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, 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.
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or 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.
- (d) The Corporation shall retain a master key to all locks controlling entry into each Unit. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Unit (nor on any doors within said Unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such Owner's Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (e) The rights and authority hereby reserved to the Corporation, its 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.

9.2 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 any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

9.3 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

9.4 Interpretation of Declaration

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

9.5 Headings

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

9.6 Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given as follows:

- (a) to an Owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address as been given to the Corporation, then to such Owner at his Unit address;

- (b) to a Mortgagee who has notified the Corporation of its interest in any Unit, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;
- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out; and
- (d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the fifth business day following the day on which it was mailed. Any Owner or mortgagee or the Declarant may change his address for service by giving notice to the Corporation in the manner as aforesaid.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officer duly authorized in that behalf.

DATED at Toronto, this _____ day of _____, 20_____.

CEDARCOVE DEVELOPMENTS INC.

Per: _____ c/s
Name:
Title:

I have authority to bind the Corporation

SCHEDULE "A"

IN THE TOWN OF CALEDON, Regional Municipality of Peel, being comprised of part of Blocks 98 and 99, Plan 43M-1855 and part of Blocks 96 and 97, Plan 43M-2000, designated as Parts 70, 71, 77, 78 and 80, Plan 43R-_____, hereinafter referred to as the "Condominium Lands".

Being all of P.I.N.s 14235-____(LT), 14235-____(LT), 14235-____(LT), 14235-____(LT) and 14235-____ (LT).

TOGETHER WITH an undivided interest in Peel Common Elements Condominium Corporation No. _____.

SUBJECT TO an easement in favour of Peel Common Elements Condominium Plan No. _____ over the Condominium Lands, for the purposes as set out in Instrument No. _____.

SUBJECT TO an easement in favour of Enbridge Gas Inc. over the Condominium Lands, for the purposes as set out in Instrument No. PR3663178.

Note: The Declarant, at his sole discretion, may enter into agreements or transfers of easements with other land owners or utilities to facilitate the servicing and access to and from these lands.

Note: The Declarant, at his sole discretion, reserves the right to transfer portions of the subject lands which may be required by municipal or regional authorities for road widenings, reserves or environmental purposes as well as reserving the right to transfer servient interests or accept transfer of appurtenant interests which may provide for access or service to the subject or adjoining lands.

In our opinion, based on the parcel registers and the plans and documents recorded therein, the legal description set out above is correct, the easements hereinbefore described exist in Law or 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 easements.

Goldman Spring Kichler & Sanders LLP
Solicitors for the Declarant:

CEDARCOVE DEVELOPMENTS INC.

Dated _____

Per: _____
Sheldon Spring

SCHEDULE "B"

CONSENT

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

1. I(We) _____ have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number _____ in the Land Registry Office for the Land Titles Division of Peel (No. 43).
2. I(We) consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. I(We) postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. I am (We are) entitled by law to grant this consent and postponement.

DATED this _____ day of _____, 20____.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

SCHEDULE “C”

Each Residential Unit, Commercial Unit and Locker Unit shall comprise the area within the heavy lines shown on Part 1, Sheets ___ of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to immediately below, and are illustrated on Part 1, Sheets ___ of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 7, inclusive, 11 to 26, inclusive, and 31 to 54, inclusive, on Level 1 and Units 1 to 4, inclusive, on Levels 2 and 3, as illustrated on Part 1, Sheets ____, of the Description filed concurrently herewith):

- a) Each Residential Unit shall be bounded vertically by:
 - i) the upper surface and plane and production of the unfinished concrete floor slab, for units on Level 1.
 - ii) the upper surface and plane and production of the ceiling drywall on the uppermost floor.
 - iii) the upper surface and plane and production of the ceiling drywall of the unit, where the unit is stacked above another unit or the common elements.
 - iv) the upper surface and plane and production of the ceiling drywall in the garage.
 - v) the upper surface and plane of the plywood subfloor of the unit, where the unit is stacked above another unit.
 - vi) the lower surface and plane of the drywall in the vicinity of window sills.
 - vii) the exterior surface and plane of the acrylic skylight and the exterior surface of the frame, where applicable.

- b) Each Residential Unit shall be bounded horizontally by:
 - i) the backside surface and plane and production of the drywall sheathing separating one unit from another such unit or from the common elements.
 - ii) the unfinished unitside surface and plane and production of the concrete/concrete block wall.
 - iii) the unfinished unitside surface and plane of the exterior doors, windows, door and window frames, and the unitside surface of all glass panels located therein, the said doors and windows being in a closed position.
 - iv) the unfinished unitside surface and plane of the garage door and door frame and the unitside surface of all glass panels located therein, the said garage door being in closed position.
 - v) in vicinity of pipe spaces, ducts, bulkheads and columns the unit boundaries shall be the backside surface and plane of the drywall sheathing enclosing such pipe spaces, ducts, bulkheads and columns.

2. BOUNDARIES OF THE COMMERCIAL UNITS

(being Units 8 to 10, inclusive, and 27 to 30, inclusive, on Level 1, as illustrated on Part 1, Sheet 1 of the Description filed concurrently herewith):

- a) Each Commercial Unit shall be bounded vertically by:
 - i) the upper surface and plane and production of the unfinished concrete floor slab.

- ii) the upper surface and plane and production of the ceiling drywall.
- b) Each Commercial Unit shall be bounded horizontally by:
- i) the backside surface and plane and production of the drywall sheathing separating one unit from another such unit or from the common elements.
 - ii) the vertical plane established by the centreline of the demising wall separating the unit from another unit and its production through opening.
 - iii) the unfinished unitside surface and plane of the exterior doors, windows, door and window frames, and the unitside surface of all glass panels located therein, the said doors and windows being in closed position.
 - iv) the vertical plane established by measurements.
 - v) in vicinity of pipe spaces, ducts, bulkheads and columns the unit boundaries shall be the backside surface and plane of the drywall sheathing enclosing such pipe spaces, ducts, bulkheads and columns.

3. **BOUNDARIES OF THE LOCKER UNITS**

(being 8 units on Level 1, as illustrated on Part 1, Sheet 1 of the Description filed concurrently herewith).

- a) Each Locker Unit shall be bounded vertically by:
- i) the upper surface and plane of the unfinished concrete floor slab and production.
 - ii) the lower surface and plane of the steel wire mesh and frame.
- b) Each Locker Unit shall be bounded horizontally by:
- i) the unitside surface and plane of the steel wire mesh and steel frame walls separating the unit from another such unit or from the common elements.
 - ii) the unitside surface and plane of the concrete/concrete block walls or columns and the production thereof.
 - iii) the unitside surface of the steel wire mesh door, and door frames, such door being in closed position.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets ____, of the Description.

Dated

Y. Wahba
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 wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

Note: The Declarant, at his sole discretion, may change the number of units provided for in this project. Also, unit boundaries may be revised to reflect the "As-Built" conditions at the time of condominium registration.

The
VILLAGE
SOUTHFIELDS • CALEDON

SCHEDULE D

Block No.	SUITE NO.	LEVEL NO.	LEGAL UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
A	112	1	1	0.012411	0.012411
A	112a	1	2	0.012411	0.012411
A	113	1	3	0.012411	0.012411
A	112d	1	4	0.012411	0.012411
A	112c	1	5	0.012411	0.012411
A	112b	1	6	0.012411	0.012411
A	101	1	7	0.042058	0.042058
A	C1	1	8	0.025720	0.025720
A	C2	1	9	0.012694	0.012694
A	C3	1	10	0.024796	0.024796
B	114	1	11	0.012411	0.012411
B	117	1	12	0.012411	0.012411
B	118	1	13	0.012411	0.012411
B	121	1	14	0.012411	0.012411
B	122	1	15	0.012411	0.012411
B	125	1	16	0.012411	0.012411
B	126	1	17	0.012411	0.012411
B	129	1	18	0.012411	0.012411
B	128	1	19	0.012411	0.012411
B	127	1	20	0.012411	0.012411
B	124	1	21	0.012411	0.012411
B	123	1	22	0.012411	0.012411
B	120	1	23	0.012411	0.012411
B	119	1	24	0.012411	0.012411
B	116	1	25	0.012411	0.012411
B	115	1	26	0.012411	0.012411
B	C4	1	27	0.020551	0.020551
B	C5	1	28	0.020551	0.020551
B	C6	1	29	0.020551	0.020551
B	C7	1	30	0.020551	0.020551
H	92	1	31	0.012411	0.012411
H	91	1	32	0.012411	0.012411
H	90	1	33	0.012411	0.012411
H	89	1	34	0.012411	0.012411
H	88	1	35	0.012411	0.012411
H	87	1	36	0.012411	0.012411
H	86	1	37	0.012411	0.012411
H	85	1	38	0.012411	0.012411
H	84	1	39	0.012411	0.012411
H	83	1	40	0.012411	0.012411
H	82	1	41	0.012411	0.012411
H	81	1	42	0.012411	0.012411
I	104	1	43	0.012411	0.012411
I	103	1	44	0.012411	0.012411
I	102	1	45	0.012411	0.012411
I	101	1	46	0.012411	0.012411
I	100	1	47	0.012411	0.012411
I	99	1	48	0.012411	0.012411
I	98	1	49	0.012411	0.012411

I	97	1	50	0.012411	0.012411
I	96	1	51	0.012411	0.012411
I	95	1	52	0.012411	0.012411
I	94	1	53	0.012411	0.012411
I	93	1	54	0.012411	0.012411
A	LOCKER	1		0.001591	0.001591
A	LOCKER	1		0.001591	0.001591
A	LOCKER	1		0.001591	0.001591
A	LOCKER	1		0.001591	0.001591
A	LOCKER	1		0.001591	0.001591
A	LOCKER	1		0.001591	0.001591
A	LOCKER	1		0.001591	0.001591
A	LOCKER	1		0.001591	0.001591
A	201	2	1	0.022544	0.022544
A	202	2	2	0.023812	0.023812
A	203	2	3	0.034039	0.034039
A	204	2	4	0.034052	0.034052
A	301	3	1	0.022544	0.022544
A	302	3	2	0.023812	0.023812
A	303	3	3	0.034039	0.034039
A	304	3	4	0.034052	0.034052
TOTAL				1.000000	1.000000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums and the necessary appraisals;
 - (ii) water and sewage and electricity respecting Common Elements;
 - (iii) maintenance materials, tools and supplies;
 - (iv) snow removal and landscaping;
 - (v) fuel, including gas, oil and hydro electricity unless metered separately, or check metered, for each Unit;
 - (vi) waste and garbage disposal and/or collection unless collected by the Municipality;
 - (vii) television, antenna or cable/internet (if cable television and/or internet access is supplied by bulk agreement and not individually billed to occupants of Units) or satellite dish; and
 - (viii) arrears or monies owing for hydro/water/gas service and/or related administrative or other charges provided to the Units should same be separately metered, check metered or otherwise measured and are paid or are payable by the Corporation.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE “F”

The owner(s) of each Unit shall have the exclusive use, subject to the provisions of the Act, the Declaration, the By-laws and rules of the Corporation and any rules and regulations passed pursuant thereto, of the following areas:

BALCONY

The owners of Units 31 to 54, inclusive, on Level 1 shall have the exclusive use of a balcony to which said units provide sole and direct access.

YARD/WALKWAY

The yard areas on Level 1, being exclusive use portions of the common elements with the affix “Y” and the walkway areas, being exclusive use portions of the common elements with the affix “W” are illustrated on Part 2, Sheet 1 of the Description. The owners of the following units shall have the exclusive use of a yard and shared exclusive use of a walkway designated as follows:

Unit	Level	Yard	Walkway
26	1	Y1	
25	1	Y2	
24	1	Y3	
23	1	Y4	
22	1	Y5	
21	1	Y6	
20	1	Y7	
19	1	Y8	
31	1	Y9	
32	1	Y10	W1
33	1	Y11	
34	1	Y12	W2
35	1	Y13	
36	1	Y14	W3
37	1	Y15	
38	1	Y16	W4
39	1	Y17	
40	1	Y18	W5
41	1	Y19	
42	1	Y20	
43	1	Y21	
44	1	Y22	W6
45	1	Y23	
46	1	Y24	W7
47	1	Y25	
48	1	Y26	
49	1	Y27	
50	1	Y28	W8
51	1	Y29	
52	1	Y30	W9
53	1	Y31	
54	1	Y32	
4	1	Y33	
5	1	Y34	

INDOOR PARKING / OUTDOOR PARKING

The indoor parking spaces on Level 1, being exclusive use portions of the common elements with the affix "P" and the outdoor parking spaces on Level 1, being exclusive use portions of the common elements with the affix "PK" are illustrated on Part 2, Sheet 1 of the Description. The owners of the following units shall have the exclusive use of an indoor parking space and/or outdoor parking space designated as follows:

Unit	Level	Indoor Parking	Outdoor Parking
3	1		PK1
4	1	P1	PK2
4	2	P2	PK3
5	1		PK4
2	1		PK5
1	1		PK6
6	1		PK7
3	2	P3	PK8
4	3	P4	PK9
3	3	P5	PK10
7	1		PK11
11	1		PK12
26	1		PK13
25	1		PK14
12	1		PK15
13	1		PK16
24	1		PK17
23	1		PK18
14	1		PK19
15	1		PK20
22	1		PK21
21	1		PK22
16	1		PK23
17	1		PK24
20	1		PK25
19	1		PK26
18	1		PK27
31	1		PK28
32	1		PK29
33	1		PK30
34	1		PK31
35	1		PK32
36	1		PK33
37	1		PK34
38	1		PK35
39	1		PK36
40	1		PK37
41	1		PK38
42	1		PK39
43	1		PK40
44	1		PK41
45	1		PK42
46	1		PK43
47	1		PK44

Unit	Level	Indoor Parking	Outdoor Parking
48	1		PK45
49	1		PK46
50	1		PK47
51	1		PK48
52	1		PK49
53	1		PK50
54	1		PK51
1	2		PK52
2	2		PK53
1	3		PK54
2	3		PK55

ROOFTOP TERRACE

The owners of Units 1 to 6, inclusive and 11 to 26, inclusive, on Level 1 shall have the exclusive use of a rooftop terrace to which said units provide sole and direct access.

SIGN

The owners of Commercial Units 8 to 10, inclusive, and 27 to 30, inclusive, on Level 1 shall have the exclusive use of a sign.

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR
CLAUSE 8 (1) (E) OR (H) OF THE *CONDOMINIUM ACT, 1998*)

Condominium Act, 1998

I certify that:

[Strike out whichever is not applicable:

Each building on the property

OR

(In the case of an amendment to the declaration creating a phase:

Each building on the land included in the phase)]

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

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.

OR

- There are no underground garages.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place.

7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

8. All installations with respect to the provision of air conditioning are in place.

OR

There are no installations with respect to the provision of air conditioning.

9. All installations with respect to the provision of electricity are in place.

10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

There are no indoor and outdoor swimming pools.

11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this _____ day of _____, 20__.

(signature)

(print name)

(Strike out whichever is not applicable:

Architect

Professional Engineer)