

DISCLOSURE

THE VILLAGE (CEC)

The following documentation is being provided by **CEDARCOVE DEVELOPMENTS INC. ("Declarant")** with respect to the proposed common elements condominium project to be known as "**THE VILLAGE**" in the Town of Caledon (herein referred to as the "**Condominium**" or the "**Corporation**"), to be registered under the *Condominium Act, 1998, S.O. 1998, C.19* and the regulations thereunder (the "**Act**"):

1. Disclosure Statement (including Table of Contents).
2. Budget Statement for the one (1) year period immediately following the registration of the proposed Declaration and Description.
3. The proposed Declaration.
4. The proposed By-laws.
5. The proposed Rules.
6. The proposed Management Agreement.
7. The preliminary draft Plan of Condominium.
8. The preliminary draft Reference Plan.

The disclosure statement contains important information about the proposed condominium project as required by Section 72 of the Act. As the type and amount of disclosure required by the Act is objective, some Purchasers may have special circumstances such that certain provisions contained in the documents have significant importance to them on an individual basis, but have not been summarized as not being significant to the average Purchaser. Purchasers are therefore advised to read all of the documents enclosed (and not simply the disclosure statement itself) in their entirety and to review same with their legal and financial advisors.

Issued: October 23, 2019

**DISCLOSURE STATEMENT
 TABLE OF CONTENTS**
 (under subsection 72(4) of the *Condominium Act* 1998)

Declarant's name: Cedar Cove Developments Inc.

Declarant's municipal address: 1 Yorkdale Road, Suite 214, Toronto, Ontario M6A 3A1.

Brief legal description of the property/proposed property: Part of Blocks 98 and 99, Plan 43M-1855 and Part of Blocks 96 and 97, Plan 43M-2000, designated as Part 79 on Plan 43R-_____, Town of Caledon.

Mailing address of the property/proposed property: c/o FirstService Residential Ontario, 2645 Skymark Avenue, Suite 101, Mississauga, Ontario, L4W 4H2.

Municipal address of the property/proposed property: There is presently no municipal address for the proposed common elements condominium as it consists of a private road. Each dwelling will receive a separate municipal address as determined by the Declarant in conjunction with the Municipality.

Condominium Corporation: Peel Common Elements Condominium Plan No. ____ (known as the "Corporation")

The Table of Contents is a guide to where the disclosure statement deals with some of the more common areas of concern to purchasers. Purchasers should be aware that the disclosure statement, which includes a copy of the existing or proposed declaration, by-laws and rules, contains provisions that are of significance to them, only some of which are referred to in this Table of Contents.

Purchasers should review all documentation.

In this Table of Contents,

"unit" or "units" include proposed unit or units;

"common elements" includes proposed common elements;

"common interest" includes a proposed common interest; and

"property" includes proposed property.

This Disclosure Statement deals with significant matters, including the following:

	MATTER		Specify the article, paragraph (and/or clause) and page number where the matter is dealt within the existing or proposed declaration, by-laws, rules or other material in the disclosure statement
1	The Corporation is a freehold condominium corporation that is a common elements condominium corporation.		Refer to: Disclosure Statement: Article II, paragraph 2.1, page 1 and Declaration: Article I, paragraph 1.3, page 2
2	The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article VI, paragraphs 6.1 and 6.2, page 6
3	Not Applicable	N/A	Not Applicable
4	A building on the property has been converted from a previous use.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article V, paragraph 5.1, page 6 and VII, paragraph 7.1, page 6

5	One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Disclosure Statement: Article VIII, paragraph 8.1, page 6 and XIX, paragraph 19.1, page 14
6	A provision exists with respect to pets on the property.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: No reference
7	There exist restrictions or standards with respect to the use of common elements that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: No reference
8	The Declarant intends to lease a portion of the common interests.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article X, paragraph 10.1, page 7
9	Not Applicable	N/A	Not Applicable
10	Not Applicable	N/A	Not Applicable
11	One or more common interests that is attached or will be attached to an owner's parcel of land are exempt from a cost attributable to the rest of the common interests.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Budget
12	There is an existing or proposed by-law establishing what constitutes a standard unit. Under clause 43 (5) (h) of the Condominium Act, 1998, the declarant is required to deliver to the board a schedule setting out what constitutes a standard unit.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	No reference: There are no units in this common elements condominium corporation.
13	Part or the whole of the common elements are subject to a lease or a licence.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article X, paragraph 10.1, page 7
14	Parking for owners is allowed: (a) in or on a unit; (b) on the common elements; (c) on a part of the common elements of which an owner has exclusive use. There are restrictions on Parking.	N/A Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Rules, Section 7, pages 2 and 3, No reference Rules, Section 7, pages 2 and 3,
15	Visitors must pay for parking. There is visitor parking on the property.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Disclosure Statement: Article IV Paragraph 4.7, page 6 Declaration: Article III, paragraph 3.6, page 7 Disclosure Statement: Article IV Paragraph 4.7, page 6 Declaration: Article III, paragraph 3.6, page 7
16	The declarant may provide major assets and property, even though it is not required to do so.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article XXI, paragraph 21.1, page 14
17	The corporation is required: (a) to purchase units or assets;	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article XXII, paragraph 22.1, page 14

	(b) to acquire services; The services are as set out in Paragraph 12.2(d) and 22.1 hereof including water submetering agreement	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Disclosure Statement: Article XII, paragraph 12.2(d), pages 10-11 and Article XXII, paragraph 22.1, page 14
	(c) to enter into agreements or leases; with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant. The agreements or leases include the Warranty Agreement and as set out in Paragraph 12.5 hereof	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Disclosure Statement: Article XII, paragraph 12.5, pages 10-11 and Article XXII, paragraph 22.1, page 14 Declaration: Article VII, paragraph 7.1(h), page 12 By-Law 2
18	The declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant owns land adjacent to the land described in the description. (1) The current use of the land is: The lands comprise vacant lands which will form parcels of tied land to the proposed common elements condominium as described herein (2) The declarant has made representations respecting the future use of the lands. The disclosure statement contains a statement of the representations. (3) Applications have been submitted to an approval authority respecting the use of the lands. The disclosure statement contains a summary of the applications	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Disclosure Statement: Article IV, paragraph 4.2, pages 1-3 and Article XXIII, paragraph 23.1, page 14 Disclosure Statement: Article IV, paragraph 4.2, pages 1-3 and Article XXIII, paragraph 23.1, page 14 Disclosure Statement: Article IV, paragraph 4.2, pages 1- 3 and Article XXIII, paragraph 23.1, page 14
19	Not Applicable	N/A	Not Applicable
20	Under clause 143(a) of the <i>Condominium Act</i> , 1998, the common interest is attached or will attach to the owner's parcel of land described in the declaration and cannot be severed from the parcel upon the sale of the parcel or the enforcement of an encumbrance registered against the parcel.		
21	The declaration contains a list of the buildings, structures, facilities and services to be included in the common elements.		Refer to: Schedule "H" to the Declaration
22-27	Not Applicable	N/A	Not Applicable

The purchaser's rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Article XVI paragraph 16.1 and Article XVII , paragraph 17.1 of the Disclosure Statement.

This Disclosure Statement is made this 23rd day of October, 2019.

DISCLOSURE STATEMENT
(under subsection 72(3) of the *Condominium Act, 1998*)

I DATE OF DISCLOSURE STATEMENT

1.1 Date

This Disclosure Statement is made this 23rd day of October, 2019.

II TYPE OF CORPORATION

2.1 Type

The condominium project being developed by the Declarant is a freehold condominium corporation that is a common elements condominium corporation.

III NAME AND MUNICIPAL ADDRESS OF DECLARANT/MAILING AND MUNICIPAL ADDRESS OF CONDOMINIUM

3.1 Name of Declarant

The name of the Declarant is: Cedarcove Developments Inc.

3.2 Municipal Address of Declarant

The municipal address of the Declarant is: 1 Yorkdale Road, Suite 214, Toronto, Ontario M6A 3A1.

3.3 Mailing Address of Condominium

The mailing address of the Condominium is c/o FirstService Residential Ontario, 2645 Skymark Avenue, Suite 101, Mississauga, Ontario, L4W 4H2.

3.4 Municipal Address of Condominium

There is presently no municipal address for the proposed common elements condominium as it consists of a private road and other amenities as hereinafter described. Each dwelling will receive a separate municipal address as determined by the Declarant in conjunction with the Municipality.

IV. GENERAL DESCRIPTION OF THE PROPERTY

4.1 Legal Description of the Property

The Corporation (herein referred to as the "**Corporation**" or the "**Condominium**" or "**the Project**") is to be located on the property originally legally described as Part of Blocks 98 and 99, Plan 43M-1855 and Part of Blocks 96 and 97, Plan 43M-2000, designated as Part 79 on Plan 43R-_____, Town of Caledon, which lands are herein referred to as the "**Property**". (Please see draft reference plan included with the Disclosure Statement).

4.2 (a) Division and Composition of the Project

The Declarant proposes to develop a common elements condominium, which shall comprise, for the most part: an internal road system; walkways, visitor parking spaces; community mail box facility; entry features; parkette with shade structure, seating and play equipment; retaining walls; street and walkway lighting; fencing; landscaping; storm water drainage and other utility and ancillary services that will service the development of lands within the Project.

All of the foregoing described lands are to be developed in conjunction with the development of a proposed residential development containing approximately sixty-nine (69) dwellings in the aggregate which dwellings will remain of freehold tenure. In addition, it is proposed that standard condominium(s) containing approximately one hundred and three (103) residential units and

approximately fourteen (14) commercial units comprising approximately 1,389 square metres will be contained within the proposed development as hereinafter described. The proposed development is located on lands bounded by Dougall Avenue to the north; Waterville Way to the south; Kennedy Road to the east and lands owned by the Town of Caledon to the west upon which a municipal park is located.

Parking for the owners of the dwellings will be accommodated within integral garages and driveways located within the Potls as defined below. Accompanying this disclosure statement is a reduced copy of the preliminary draft of the Condominium Plan outlining the lands and areas to be included in the Common Elements Condominium, including the proposed location of the internal road, which plan also outlines the additional lands owned by the Declarant upon which the proposed freehold dwellings (Potls) will be located. Each of the dwellings to be developed will be designated and described as parts on a proposed draft reference plan and each owner of a dwelling will have a common interest in the Condominium, thereby comprising parcels of tied land to the Condominium (the "**Potls**"). As mentioned above, there are approximately sixty-nine (69) Potls within the Project, which may be designated as Parts 1 to 69 inclusive on a reference plan, each to contain an individual dwelling. In addition, there are additional Potls shown as Parts 70, 71, 72, 73, 74, 75, 76, 77 and 78 on a proposed draft reference plan ("**Nested Potl or Potls**") on which it is intended that one or more standard condominiums will be constructed containing approximately one hundred and three (103) residential dwelling units and approximately fourteen (14) commercial units. The date of registration of a standard condominium with respect to a Nested Potl is hereinafter referred to as the "**Nested Potl Registration Date**". The final configuration of the Project including the content of the Nested Potls is subject to approval by the Municipality and other appropriate governmental authorities as well as market conditions and the Declarant reserves the right to reconfigure the Project, including the Nested Potls, from time to time, including the number and content of the dwellings or commercial units or other types of units to be contained therein. The draft plan of condominium is intended to give purchasers an overview of the location of the Condominium. The draft reference plan and/or the draft plan of condominium may, however, be altered and/or revised to comply with decisions of final site plan and other approvals from the Town of Caledon and other governmental authorities.

Without limiting the generality of the foregoing, purchasers are advised that, subject to the foregoing, portions of some or all of the services or facilities to be constructed by the Declarant within the Condominium Plan, including within the internal road system to service the development may be required to be located in areas which would otherwise comprise a Potl, and in such event may then extend beyond the limits of the Condominium Plan and be contained within areas of one or more Potls. In such event these areas may then be reconfigured to be included within the Condominium Plan and, if determined by the Declarant, created as exclusive use portions of common element areas within the Condominium Plan of which one or more Potls may have the exclusive use. In the alternative, such areas may remain as part of the Potls but be subject to easements in favour of the Condominium to allow for the operation, maintenance and repair of any services and facilities contained or located therein. In any event, the obligation for any maintenance and repair of such services and facilities (which are being designed to service the development generally) will remain the responsibility of the Condominium Corporation.

Purchasers of residential dwellings (Potls) to which a common interest in the Condominium is attached, are notified that during the construction of the Condominium and construction of the dwellings on other Potls the Declarant, its contractors, suppliers and trades will be entitled to use those portions of the Property as may be necessary and that during construction, a certain amount of dust, noise and heavy traffic will occur. The Declarant will take reasonable efforts to ensure that its contractors, suppliers and trades will carry out their work on behalf of the Declarant, in such a manner as to reasonably reduce and minimize the degree of interference and discomfort to residents with their use and

enjoyment of the Property, provided that nothing shall derogate from the right of the Declarant to complete construction of the Condominium or the development of the Potls, including the construction of one or more standard condominiums on the Nested Potls.

The Declarant will be making (or has made) applications for site plan approval and minor variance, condominium draft plan approval and part lot control exemption by-law and may also be obligated to enter into various development and collateral agreements with the Town of Caledon and other applicable governmental authorities for the Project. These agreements, if required, will enure to and be binding on the Corporation following registration.

The Declaration contains a provision whereby during the first year following registration of the Declaration, the Declarant shall not be required to contribute to the payment of Common Expenses for a Potl (save and except the Nested Potls) until the registration of a Transfer of title from the Declarant for such Potl. Purchasers acknowledge that this may give rise to a deficit in the Budget for the first year following registration of the Declaration, however, the Purchaser acknowledges that the Declarant is responsible for any deficit in accordance with the provisions of Section 75 of the Act. In order to offset any such deficit, the Declarant will provide certain services set out in the Budget, as it determines, in its sole discretion, during the first year following registration of the Declaration, in order to reduce certain actual expenses to be incurred by the Corporation. With respect to the Nested Potls, until the Nested Potl Registration Date, on a per Potl basis, a Nested Potl shall not contribute to the payment of Common Expenses and pursuant thereto, each of the other Potl's percentage share of Common Expenses shall be calculated based on the following formula:

$$\begin{array}{l}
 \text{A Potl's share of} \\
 \text{percentage} \\
 \text{Common Expenses}
 \end{array}
 =
 \begin{array}{l}
 \text{Potl's percentage of} \\
 \text{contributions to Common} \\
 \text{Expenses as set forth in} \\
 \text{Schedule "D" to the} \\
 \text{Declaration}
 \end{array}
 \div
 \begin{array}{l}
 \text{Total aggregate percentages} \\
 \text{of contributions to Common} \\
 \text{Expenses as set forth in} \\
 \text{Schedule "D" to the} \\
 \text{Declaration of all Potls} \\
 \text{other than Nested Potls that} \\
 \text{have not yet obtained a} \\
 \text{Nested Potl Registration} \\
 \text{Date, on a per Potl basis}
 \end{array}
 \times 100$$

4.3 Proposed Types and Number of Buildings and Units

There are no units or buildings within the lands which will comprise the lands to be registered within the Condominium Plan.

4.4 Utilities/Refuse Collection/Mail

(a) (i) Water

The Condominium is being designed so that water service supplied to the Condominium is bulk metered. The cost of water consumed within the common element areas comprises part of the common expenses and is included in the Budget Statement.

The Declarant intends to install sub-meter or consumption meters to each of the Potls, which meters shall read the amount of water being consumed in each of the Potls. Owners will then be billed by the Corporation or a third party company in accordance with the sub-meter reading. Each Owner would then be responsible to pay the costs of the sub-metered water supplied to his/her Potl as determined by the said sub-meter for his/her Potl and such payment will not be credited against his/her obligation to pay common expenses. Purchasers are advised that in the event the Declarant or the Corporation retains the services of a third-party service provider, as aforesaid to read the sub-meters and to supply invoices for water services consumed within any Potl, the said company may charge a monthly administration and distribution fee to each Owner, and may require payment of a security deposit on or before the Closing

Date. In addition, the third-party service provider may require Owners to enter into a utility supply and services agreement on or before the Closing Date, in its prescribed form. If, for any reason, the Declarant is unable to provide separate sub-meter or consumption meters for water, same will be bulk metered, added to the common expenses and included in the Budget and such additional costs shall be deemed not to be a material change.

(ii) Hydro and Gas

The Condominium is being designed so that hydro service supplied to the common element areas is bulk metered and billed to the Corporation directly by the utility (example for street lights) and including as Common Expenses in the Budget. The Condominium is being designed so that hydro and gas service supplied to each of the Potls is individually metered and each owner of a Potl will be invoiced directly by the local utility company for hydro and gas consumed within the Potl and accordingly such charges will not be included in the common expenses.

In the event that hydro and/or gas will not be individually metered to each Potl, hydro and/or gas service shall be provided on a bulk basis. In such event, the Declarant reserves the right to install individual sub-meters for each Potl, which shall measure the hydro and/or gas consumption within each Potl. The Corporation or a third party service provider will then issue and submit a separate invoice to the owners of the Potls reflecting each owner's proportionate share of the bulk hydro and/or gas bill for the hydro and/or gas consumed by the Potls determined or established pursuant to the reading taken by or on behalf of the Corporation of the sub-meter or consumption meters appurtenant to the Potls. The Potl owners shall be obliged to pay to the Corporation or to the third party service provider his/her proportionate share of the bulk hydro and/or gas bill with his/her next monthly contribution towards common expenses. Purchasers are advised that in the event the Declarant or the Corporation retains the services of a third-party service provider, as aforesaid to read the sub-meters and to supply invoices for hydro and/or gas services consumed within any Potl, the said company may charge a monthly administration and distribution fee to each Owner, and may require payment of a security deposit on or before the Closing Date. In addition, the third-party service provider may require Owners to enter into a utility supply and services agreement on or before the Closing Date, in its prescribed form. If, for any reason the Declarant is unable to provide separate sub-meters or consumption meters for hydro and/or gas, same will be bulk metered, added to the common expenses and included in the Budget, and such additional costs shall be deemed not to be a material change.

(b) Refuse Collection and Recycling

It is anticipated that Regional refuse collection will be provided to the Potls. However, in the event that the Region determines that it will not provide refuse collection to the Potls, or in the event the Board for the Condominium decides to do so, private refuse collection will be provided and the Budget will be increased accordingly in order to provide for the cost of such collection. Any resulting increase in the common expenses for such services shall not be considered to be a material change to this Disclosure Statement. Recycling of refuse is required by the Region and residents will be required to sort refuse in accordance with the recycling requirements.

(c) Mail Delivery

Residents of the dwellings are not expected to receive mail delivery on a door to door basis. Residents will be required to retrieve mail from one or more community mailbox facilities located within the vicinity, as determined by the Declarant in conjunction with Canada Post.

4.5 Recreational and other Amenities

(a) Amenities to be provided:

The Declarant proposes to provide the following amenities:

- (i) Thirty-Eight (38) visitor parking spaces to comprise a portion of the common elements of the Condominium.
- (ii) Entry features.
- (iii) Common element landscaped area.
- (iv) Community mailbox facility.
- (v) Children's play area.
- (vi) Shaded seating area.

(b) Restrictions for Recreational and other Amenities

- (i) Only owners of Potls to the Condominium and their tenants and household invited guests shall have the use of the amenities.
- (ii) The Declarant shall determine the type of landscape features in its sole discretion and same may be provided after registration of the Condominium under the Act.
- (iii) The amenities are presently conceptual. Other amenities may be substituted for the amenities listed above or additional amenities may be provided or some or all of the amenities listed above may be removed and therefore never constructed.

(c) Commencement and Completion Dates for Construction of Amenities

Construction is anticipated to commence in the summer of 2020, and the proposed date for completion is the fall of 2021. Please note, however, that the foregoing anticipated dates may be delayed due to strikes and other labour disruptions, as well as shortages of material(s) and equipment, or due to inclement weather conditions, or by other causes or events beyond the Declarant's control. Notwithstanding the foregoing, completion of the said recreational and amenity facilities will occur within twelve (12) months following registration of the Condominium.

(d) Amenities To Be Provided During the Period of Interim Occupancy

It is unlikely that any of the amenities to be contained within the Condominium will be operational and available for use or enjoyment by any purchasers of Potls during any period of interim occupancy, if applicable. Amenities are expected to be available for use within twelve (12) months following registration of the Condominium.

4.6 Easements

The Condominium will be subject to those easements as disclosed by the registered title and created in Schedule "A" to the Declaration. In addition to the easements existing and noted on title to the Property as of the date of this Disclosure Statement, further easements may be required. The Condominium and Potls may receive and may be subject to easements as required for the purpose of providing access to servants, agents and contractors, to maintain, repair, replace or service any equipment, system or any other item provided by any utility, easements for catch basins and storm water drainage, and easements in favour of the Declarant for the purpose of providing access for contractors, installation of facilities and other associated easements required for the construction of the Condominium and the dwellings or any other easements which may be required by

the Municipality or any other governmental or approval authority. The Condominium may be subject to tie-back and crane-swing agreements/easements over the Common Elements in favour of the Nested Potls, which agreements/easements shall grant, inter alia, crane-swing, tie-back, shoring and hoarding rights.

The easements are stated in this Disclosure Statement in a general nature, as the specific locations for the easements and reference plans have not yet been finally determined.

4.7 Visitor Parking

As indicated, approximately thirty-eight (38) outdoor surface parking spaces shall be available for use by visitors, some of which may be designated for use by the disabled as required by the Municipality. The visitor parking spaces will be available to all residential and commercial visitors, including those visiting the standard condominiums to be created within the Nested Potls. Owners and employees of the commercial units to be created within the standard condominiums to be created within the Nested Potls will also be permitted to use the visitor parking spaces. The visitor parking spaces may be used for snow storage during winter months as determined by the Corporation from time to time in its sole discretion. There will be no charges payable by the visitors for the use of these visitor parking spaces. These parking spaces may not be leased or sold to any owner or otherwise assigned. Such parking spaces shall be used and occupied only for the parking of motor vehicles as may be defined from time to time in the Rules of the Condominium and for snow storage by the Corporation as previously described. The Declarant reserves the right to increase or decrease the number of visitor parking spaces, provided same conforms to the by-laws of the applicable governmental authority, including the availability of visitor parking spaces designated for disabled persons, if required. The Declarant also reserves the right to change the location of the visitor parking spaces. Please refer to the Declaration and the Rules of the Condominium for further details regarding the use of the Visitor Parking Spaces.

V NO CONVERSION OF RENTED RESIDENTIAL PREMISES

- 5.1 No building on the Property has been converted from a previous use and no buildings are contemplated to be constructed on the Property (comprising the Condominium). Therefore, in respect to the Condominium, the Declarant has not made application pursuant to subsection 9(4) of the Act for approval in respect of a property that includes a building or related group of buildings containing one or more premises that is used as rented residential premises or that has been used as rented residential premises and is vacant.

VI ONTARIO NEW HOME WARRANTIES PLAN ACT ("ONHWPA")

6.1 Applicability

The Property is not subject to the ONHWPA.

6.2 Enrollment

As the Property is not subject to the ONHWPA, the Declarant does not intend to enroll the common elements pursuant to the ONHWPA.

VII NO CONVERSION FROM PREVIOUS USE

- 7.1 No building on the condominium property has been converted from a previous use. No buildings are to be constructed on the property comprising the Condominium.

VIII NON-RESIDENTIAL USE

8.1 Commercial use

Units to be contained within the standard condominiums to be created within the Nested Potls may be used for commercial purposes or other purpose not ancillary to residential purposes.

IX BLOCKS OF POTLS AND COMMON INTERESTS MARKETED TO INVESTORS

9.1 The Declarant reserves the right to market the Potls (and the common interests attaching thereto) in blocks to investors but has no present intention of doing so. No restriction has been placed on the number of Potls (and the common interests attaching thereto) that may be purchased by an individual or a corporation.

X PORTION OF COMMON ELEMENTS DECLARANT INTENDS TO LEASE

10.1 The Declarant does not presently intend to lease any portion of the common elements.

XI DECLARATION, BY-LAWS, AND RULES

11.1 Accompanying this Disclosure Statement is a copy of the proposed Declaration, By-law, and Rules.

XII BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS

12.1 Proposed Management Agreement (Section 111 of the Act)

- (a) The Corporation will enter into a Management Agreement with a condominium property manager (the "**Manager**") pursuant to which the Manager is to be the sole and exclusive representative and managing agent of the Corporation subject to overall control of the Corporation, for a period of three (3) years from the date of registration of the Declaration. The duties of the Manager are fully set out in the Management Agreement and do not include the duties of the directors and officers of the Corporation as set forth in the by-laws unless specifically stated otherwise in the Management Agreement. The Manager is entitled to act in the name of the Corporation in order to carry out the Corporation's duties under the Declaration, the Act and the By-laws. The Manager will collect and expend the common expenses and supply monthly statements and annual budgets.
- (b) The Corporation is to pay the Manager for its managerial services the sum as set out in the Budget during the first year of the Management Agreement. The Management Agreement may be terminated by the Corporation pursuant to the provisions of Section 111 of the Act.
- (c) The duties of the Manager include enforcing the terms of the Declaration, By-laws and Rules; advising the Board as to any additional by-laws or rules which should be established to assist in the operation of the Property; collecting and receiving monies payable by the owners and depositing same into the appropriate trust accounts; utilizing such funds to make payments of accounts including insurance, repairs and maintenance; attempting to collect delinquent accounts; keeping accurate accounts and records of financial transactions involved in the management of the Property.
- (d) The Manager may engage a parent or subsidiary corporation or person affiliated to perform any work or services for the Corporation subject to the restrictions set out in the Management Agreement. Upon registration of the Declaration and thereafter prior to the beginning of each fiscal year during the term of the Management Agreement, the Manager shall provide the Board with an estimated budget for the following year.
- (e) A copy of the proposed Management Agreement is included with this Disclosure Statement. Purchasers are advised to review the actual Management Agreement for a complete understanding of the provisions contained therein. This summary is qualified in all respects by the Management Agreement, itself.

12.2 Other Agreements

Each of the following agreements may be terminated by the Corporation pursuant to the provisions of Section 112 of the Act:

(a) Reserve Fund Study

The Condominium is obliged to establish and maintain one or more reserve funds to cover the costs of the major repair and replacement of the common elements and assets of the Condominium. In turn, the Condominium is obliged to retain an independent and qualified consultant to conduct a reserve fund study, for and on behalf of the Condominium, within the first year following registration, in accordance with the provisions of section 94(4) of the Act. The reserve fund study will confirm, amongst other things, the adequacy of the reserve fund, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy. The reserve fund study must be updated on a periodic basis, at the times and in the manner prescribed by the Act. Pending the Condominium's receipt of the first reserve fund study and its implementation of a proposed funding plan with respect thereto (if same is necessary), the total amount of the contributions to the reserve fund shall in no case be less than 10% of the budgeted amount required for contributions to the common expenses, exclusive of the reserve fund.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study, for and on behalf of the Condominium. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant, to undertake the reserve fund study on behalf of the Condominium after the Condominium has been created. In the event that the non-declarant board of directors terminates the contract entered into and chooses to retain an alternate consultant to undertake the reserve fund study, or to prepare a second reserve fund study at a cost or figure higher than the negotiated price or additional cost in the case of a second study, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the reserve fund study is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year Budget Statement enclosed herewith for further details.

(b) Performance Audit

The Condominium will be obliged to engage or retain a consultant [who holds a certificate of authorization within the meaning of the Professional Engineers Act, or alternatively a certificate of practice within the meaning of the Architects Act] to conduct a performance audit of the common elements on behalf of the Condominium, no earlier than 6 months and no later than 10 months following registration, in accordance with the provisions of section 44 of the Act, and to inspect and report on the condition or state of repair of all major components of the building(s) comprising part of the common elements as specified by the Act. Before the end of the 11th month following the registration of the declaration, the person who conducts the performance audit is obliged to submit his or her report on the state of the deficiencies (if any) with respect to the common elements of the Condominium, to the board of directors.

Pursuant to the provisions of the Declaration, the Condominium is obliged to 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 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 to also 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 the Condominium and the corresponding submission of the performance auditor's report to the board.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the performance audit. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant to undertake the performance audit on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate consulting engineer or architect to undertake the performance audit, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the performance audit is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year Budget Statement enclosed herewith for further details.

(c) Financial Audit

The Condominium is obliged to retain the services of a qualified and independent chartered accountant or auditor, in order to have audited financial statements prepared as of the last day of the month in which the turnover meeting is scheduled to be held. Said financial statements are obliged to be delivered by the Declarant to the board within 60 days after the turnover meeting, in accordance with section 43(7) of the Act, but all such financial statements are to be prepared at the expense of the Condominium. In addition, the Condominium's auditor must prepare a set of annual audited financial statements in respect of the Condominium and the auditor must present said financial statements before the annual general meeting of the owners, and submit a formal report on such statements to the Condominium (on behalf of the owners) in accordance with the provisions of sections 66 to 71 of the Act.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified accountant to prepare and conduct all requisite financial statements and audits required or prescribed by the Act during the first year of the Condominium's operation. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party accountant, to undertake the financial statements and audits on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate accountant or auditor to prepare and conduct all requisite financial statements and audits during the first year, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the financial statements and audits are concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year Budget Statement enclosed herewith for further details.

(d) Utilities Supply and Services Agreement(s)

As previously set out, the Declarant (on behalf of the Condominium) may enter into a contract with a third party service provider or providers (collectively, the "Provider") for the installation of water infrastructure and/or supply of water to the Condominium. In addition, the Declarant (on behalf of the Condominium) may enter into a contract with a Provider to read, maintain and repair the water sub-meters on a periodic basis and to issue invoices to the owner or occupant of each Potl for the amount of water consumed by each Potl plus associated costs. In such event, the Purchaser acknowledges:

- (i) the Provider will make a capital contribution to the Condominium by supplying, installing, proving and commissioning any such meters. The meters shall not be a fixture or form part of the common elements of the Condominium or property of any Owner and shall be owned by the Provider at all times. The Owner, Condominium and/or occupants shall not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage such meters;
- (ii) each Potl shall be separately sub-metered to measure the consumption of water for each Potl shall not be part of the common expenses allocable to such Potl. Each Potl Owner and/or occupants shall be responsible for payment of all costs and expenses for water consumed by the Potl. The Provider shall have access rights specified in the Utility Supply and Services Agreement as well as other rights to be contained therein;
- (iii) each Potl Owner and/or occupant shall sign a Utility Supply and Services Agreement and deliver such signed agreement to the Provider on or before the Occupancy Date. Each Potl Owner and/or occupants may be required to pay a security deposit to the Provider on or before the Occupancy/ Closing Date and the Provider shall have the right to conduct credit checks on each Potl Owner and/or occupant;
- (iv) in the event that a Potl Owner and/or occupant fails to pay any amount owing to the Provider when due, the Provider may employ its normal collection practices which may include terminating the supply of water to the Potl until all amounts owing by such Potl Owner and/or occupant to the Provider have been paid in full; and
- (v) the Condominium shall enter into a Utility Supply and Services Agreement and in the event that such agreement is terminated pursuant to Section 112 of the Act or otherwise, the Provider shall have the right (but not the obligation) to remove their meters (or any part thereof) from the Condominium and/or recover its capital investment in the Condominium and all associated termination, disconnection and removal costs.

(e) Miscellaneous Contracts

The Declarant Board will enter into such contracts as may be necessary or required for the provision of services to the Condominium including, without limitation, hydro, water, (including any submetering of any utility as described in sub-paragraph (d) above) gas, landscaping, snow removal, provision of supplies, cleaning services, insurance, accounting services, and other such matters as may be required for the orderly operation of the business of the Corporation.

12.3 Mutual Use Agreements (Section 113 of the Act)

The Declarant does not intend to enter into any agreement for the mutual use, provision or maintenance or cost-sharing of facilities or services.

12.4. Proposed Insurance Trust Agreement (Section 114 of the Act)

The Declarant does not intend to cause the Corporation to enter into an insurance trust agreement following registration.

12.5 Warranty Agreement Between Condominium and the Declarant

The Declarant Board shall enter into an agreement (the "**Warranty Agreement**") on behalf of the Corporation with the Declarant, which shall provide that:

- (a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act, the ONHWPA and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program;

- (b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to the Property, the Condominium and the Building shall be through the process established for and administered by Tarion Warranty Corporation;
- (c) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
- (d) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement;
- (e) 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 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 maybe pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes or action against any person or legal entity other than the entity named as the Declarant; and
- (f) the Warranty Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting.

XIII AMALGAMATION

13.1 Statement regarding Amalgamation

The Declarant does not intend to cause the Corporation to amalgamate with any other existing or proposed condominium corporation within sixty (60) days of the date of registration of the Corporation's declaration and description nor does the Declarant have any knowledge that the Corporation intends to amalgamate with another corporation.

XIV BUDGET STATEMENT

- 14.1 A Budget Statement for the one year period immediately following registration of the Declaration and the Description is included with this Disclosure Statement. One of the largest components of the Budget is the cost attributed to utilities. The cost of each utility has been determined based on the estimated total consumption of the utility multiplied by the estimated cost per unit of consumption. The Budget will be revised to reflect the cost of utilities based on the greater of the cost per unit of consumption as specified in this Budget, and the cost per unit of consumption at the time of registration of the Condominium multiplied by the total number of units of consumption as specified in the Budget. It is the intention of the Declarant that the cost of utilities should be borne by the Corporation and not subsidized by the Declarant as part of the Declarant's obligations pursuant to section 75 of the Act.

XV FEES OR CHARGES TO BE PAID TO THE DECLARANT

- 15.1 There are no fees or charges that the Condominium is required or intended to pay to the Declarant. There are no fees or charges that the Condominium is required or intended to pay to any other person or persons, except as expressly provided or contemplated in the proposed first year Budget Statement of the Condominium. Please refer to the first year Budget Statement for all projected or anticipated expenses of the Condominium, and the corresponding services being provided.

XVI RESCISSION RIGHTS (Section 73 of the Act)

- 16.1 The following is a copy of Section 73 of the Act which sets out the rescission rights available to a purchaser of a unit in the Condominium:

- “(1) A purchaser who receives a disclosure statement under subsection 72(1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form.
- (2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,
- (a) the date that the purchaser receives the disclosure statement; and
 - (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.
- (3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.”

XVII RESCISSION RIGHTS UPON MATERIAL CHANGE (Section 74 of the Act)

17.1 The following is a copy of Section 74 of the Agreement which sets out what constitutes a “material change” and the rescission rights available to a purchaser of a unit in the Condominium in the event of a material change:

- “(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72(1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser .
- (2) In this section,
- “material change” means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,
- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation;
 - (b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turn-over meeting has been held under Section 43;
 - (c) a change in the portion of units or proposed units that the declarant intends to lease;
 - (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made; or
 - (e) a change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as

described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation.

- (3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.
- (4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.
- (5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change.
- (6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,
 - (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
 - (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and
 - (c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination.
- (7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor.
- (8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5).
- (9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.
- (10) The declarant shall make the refund,
 - (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or
 - (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8)."

XVIII INTEREST ON DEPOSITS

- 18.1 Pursuant to subsection 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest the Declarant is required to pay to the purchaser under Section 82 of the Act.

XIX USE OF COMMON ELEMENTS

- 19.1 Except for the commercial units to be contained within the Nested Potls, the Declarant does not intend to permit any part of the common elements to be used for commercial or other purposes not ancillary to residential purposes.

XX COMMON INTEREST

- 20.1 The common interest attaches to the owner's parcel of land described in the Declaration of the Corporation and cannot be severed from the parcel upon the sale of the parcel or the enforcement of an encumbrance registered against the parcel.

XXI MAJOR ASSETS TO BE PROVIDED BY DECLARANT

- 21.1 The Declarant does not intend to provide any major assets or property to the Corporation.

XXII UNITS, ASSETS OR SERVICES THE CORPORATION MUST PURCHASE FROM THE DECLARANT

- 22.1 There are no units or assets that the Corporation is required to purchase or acquire from the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant, other than the Declarant will provide certain services set out in the Budget, as it determines, in its sole discretion, during the first year following registration of the Declaration, in order to reduce certain actual expenses to be incurred by the Corporation.

XXIII ADJOINING LANDS

- 23.1 The Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant owns lands adjacent to the lands described in the description which presently comprise the lands which are described in this Disclosure Statement as being the Potls, including the Nested Potls. The Declarant will be making (or has made) applications for site plan approval, minor variance, part lot control exemption and draft plan of condominium approval and may also be obligated to enter into various development and collateral agreements with the Town of Caledon and other applicable governmental authorities for the Project.

XXIV RULES

- 24.1 Purchasers are hereby advised that pursuant to section 58 of the Act, the board may make, amend or repeal rules respecting the use of the common elements, in order to promote the safety, security and/or welfare of the owners and of the property and assets of the Condominium, or to prevent unreasonable interference with the use and enjoyment of the common elements and/or the assets of the Condominium. The rules shall be reasonable and consistent with the provisions of the Act, the declaration and the by-laws of the Condominium. Every rule made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or the amendment thereto is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called and convened, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.

The rules shall be complied with and enforced in the same manner as the by-laws of the Condominium, but the owners may, at any time, and from time to time, amend or repeal a

rule at a meeting of owners duly called for that purpose, and for greater certainty, each of the rules shall be observed by all owners, and by all residents, tenants, invitees and licensees of the Potls.

Purchasers should pay specific attention to the proposed rules of the Condominium accompanying this Disclosure Statement, which will be adopted and approved by the board of directors of the Condominium following the registration of the declaration, in accordance with the provisions of the Act. Amongst other things, these rules restrict, regulate or otherwise deal with alterations to the common elements, the disposal of garbage, the emission of noise, the obstruction of walkways and the parking of vehicles.

Purchasers should also note that all costs and damages incurred by the Condominium as a result of a breach of any of the rules committed by any owner (or by such owner's tenants or guests) shall be borne by such owner and be recoverable by the Condominium against such owner in the same manner as common expenses.

XXV MISCELLANEOUS MATTERS

- 25.1 The Condominium may be subject to various easements in the nature of a right of way in favour of adjoining and/or neighbouring land owners for utilities, construction and to permit ingress and egress to those properties.
- 25.2 The Municipality does not require off site snow removal, however, in the case of heavy snow falls, the limited storage space available on the Property may make it necessary to truck the snow off site and the cost of same will be included in the common expense fees. The Corporation, in its sole and absolute discretion, may also use portions of the Common Elements, including without limitation, the visitor parking spaces for seasonal snow storage.
- 25.3 The Purchaser acknowledges that it is anticipated by the Declarant that in connection with the Declarant's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Declarant by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Building to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on the Closing Date, as determined by the Declarant, the Purchaser shall execute any and all documents required by the Declarant acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Declarant is required to incorporate the Requirements into the final condominium documents the Purchaser shall accept the same, without in any way affecting this transaction.
- 25.4 Purchasers are advised that transformers, hydro pedestals, fire hydrants and valves, light standards, cable and telephone boxes and rear lot catch basins may be located within their Potl. In addition, landscaping may be altered from that as represented in marketing materials based on municipal or utility provider requirements or construction constraints.
- 25.5 Purchasers are advised that mail delivery will be from a designated Community Mailbox.
- 25.6 Purchasers are advised that all sanitary sewers, storm sewers, water mains, roadways, curbs, sidewalks, fencing, perimeter buffer landscaping, streetlights, visitor parking and other services situated within and serving the condominium development ("Internal Services") are under the private ownership and responsibility of the condominium corporation and comprise part of the common elements and that all required actions, work, costs, and expenses with respect to the use, operation, maintenance, repair, replacement and alteration of the Internal Services are the responsibility, liability and obligation of the condominium corporation. The Purchaser acknowledges that the Municipality and Region shall have no responsibility, liability or obligation whatsoever, with respect to any other use, operation, maintenance, repair, replacement and alteration of the Internal Services.
- 25.7 Purchasers are advised that their properties may be subject to any necessary and required easements, rights-of-way or blanket easements in favour of the condominium corporation or utility service providers to accommodate for and allow the installation, placement,

operation and maintenance by the condominium corporation of the above grade or below grade sanitary, storm, water mains and other services which form part of the common elements or the placement, operation and maintenance of utility services, including, gas, hydro, cable, telephone, fibre optics and telecommunications and that the use and enjoyment of the front, side and/or rear yards of such units/parcels of tied land may be limited or restricted by such easements, rights-of-ways or blanket easements and by the installation, placement, maintenance and operation of such services or utilities.

- 25.8 The private internal roadways and roadworks including curbs and gutters, sidewalks and street lighting and all internal services including sanitary sewers, storm water sewer and water ("Private Works") shall be and remain at all times under the separate ownership of the Condominium Corporation. The Condominium Corporation shall:
- i. be responsible for the regular maintenance, repair and upkeep of the Private Works; and
 - ii. such Private Works are to form part of the common elements comprising the condominium.
- 25.9 The Municipality and Regional are not responsible in any manner whatsoever with respect to the maintenance, repair or upkeep of such Private Works. All cost and expenses associated with the construction, establishment, maintenance, repair and upkeep of such Private Works are the responsibilities of the Condominium Corporation and the unit/POTL owners.
- 25.10 Purchasers acknowledge that the Declaration for the Condominium contains a restriction prohibiting any alteration by the Condominium of the landscaping installed by the Declarant for a period of five (5) years from registration of the Condominium.
- 25.11 Purchasers are advised as follows:
- (a) Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance.
 - (b) Purchasers and/or tenants are advised that there are mixed uses (residential and commercial) operating within the development.
 - (c) Purchasers and/or tenants are advised that the parking spaces within the development are shared among commercial and residential uses.
 - (d) Purchasers/tenants are advised that sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.
 - (e) This dwelling unit has been fitted with a forced air heating system and the ducting etc., was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria.
 - (f) Purchasers are advised of the proximity of adjacent commercial facilities, the sound from which may at times be audible.