

February 27th, 2025

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

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

ZANCOR HOMES (CALEDON) LTD.

a corporation incorporated under the laws of the Province of Ontario
(hereinafter called the "**Declarant**")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the Town of Caledon and being more particularly described in Schedule "A" annexed hereto, and in the description submitted herewith by the Declarant for registration in accordance with the Act (hereinafter called the "**description**"), and which lands are sometimes hereinafter referred to as the "**lands**", or the "**Real Property**";

AND WHEREAS this Declaration will create a freehold standard condominium corporation upon the Real Property containing **57 residential units**;

AND WHEREAS the Declarant intends that the Real Property, together with the buildings constructed thereon, shall be governed by the Act and that the registration of this declaration and the description shall create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART 1 - INTRODUCTION

Section 1 - Definitions

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

- a) "**Act**" means the *Condominium Act, 1998, S.O. 1998, c.19*, as amended;
- b) "**Condominium Block**" means the building in which each unit is located in the Development.
- c) "**common elements**" shall have the meaning as set out in the Act;
- d) "**common interest**" shall mean the interest in the common elements appurtenant to a unit;
- e) "**Corporation**", "**this Corporation**", the "**condominium**" or "**Condominium**" and/or "**this Condominium**" shall mean the condominium corporation created by the registration of the declaration and the description for this condominium, pursuant to the Act;
- f) "**Development**" means the proposed condominium development that is the subject of this disclosure statement;
- g) "**Governmental Authorities**" shall mean the Town of Caledon, and all other municipal, provincial and federal governmental authorities or agencies having jurisdiction over the Real Property;
- h) "**Limited Recourse Agreement**" shall mean the agreement between the Declarant and the Condominium whereby the Condominium agrees to limit any actions it may take in respect of any claim with respect to the construction of the units and common elements, as against the Declarant or any party related to the Declarant, or any contractor, builder or project manager retained by the Declarant, to the remedies available to the Condominium pursuant to the Ontario New Home Warranties Plan Act, as amended;
- i) "**motor vehicle**" shall mean and be restricted to a private passenger automobile, station wagon, motorcycle, mini-van, truck, and shall exclude any type of tractor trailer or heavy duty truck or recreational vehicle, including without limitation, any motor-home, house trailer, camper and/or camper trailer but shall nevertheless specifically include any light commercial, service and/or loading vehicles including panel vans and pickup trucks;

- j) "**Permitted Party**" shall mean the Declarant and/or any related, associated or affiliated company, as determined at the sole discretion of the Declarant;
- k) "**pet**" shall have the meaning given to it in Section 15(d) hereof;
- l) "**property**" or "**Property**" shall mean the lands, and the interests appurtenant to the lands described in the description, and shall include any lands and interests appurtenant to the lands that are added to the common elements after the registration of this condominium;
- m) "**Residential Units**", "**Dwelling Units**", "**dwelling unit**" or "**residential units**" shall mean the 57 dwelling units comprised of Units 1 to 57 inclusive on level 1 which shall be used in accordance with the terms and provisions of the declaration, and the term "**Residential Unit**", "**Dwelling Unit**", "**dwelling unit**" and/or "**residential unit**" shall mean any one of such units. The number of units, composition and sizes may change and any such change(s) shall not be deemed to be a material change;
- n) "**rules**" shall mean the rules passed by the board of directors of this condominium (hereinafter called the "**board**"), and becoming effective pursuant to the Act;
- o) "**Telecommunication Licences**" shall mean the licences to be entered into between the Condominium and telecommunication providers for the purposes of such providers marketing the audio, visual, internet, cable television and telephone services of such provider;
- p) "**Unit**" shall mean a part of the lands included in the description and designated as a unit by the description, and shall comprise the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the declaration and the description. For greater certainty, the definition of "**Unit**" relating to the duties to repair and maintain pursuant to the Act and the declaration, shall extend to all improvements made by the Declarant thereto and/or the unit owner thereto, notwithstanding that some of such improvements may be made after registration of the declaration;
- q) "**Unit HVAC System**" or "**Unit HVAC Equipment**" shall mean the individual forced air heating, air-conditioning and ventilation equipment and system, which includes any portion of the said system, such as an air exchange handler, situate on the common elements and/or exclusive use common elements;
- r) "**Utility Agreement**" shall mean the agreement(s) entered into with one or more third party company(s) (the "**Utility Supplier**") with respect to the measurement and consumption of water services to each Residential Unit (in each instance referred to as a "**Service**"); and
- s) "**Visitor Parking**" shall mean the 7 visitor common element parking spaces to be used by visitors and invitees to the units in the Condominium for the parking of motor vehicles.

Section 2 - Statement of Intention, Type of Condominium and Municipal Statements

- a) The Declarant intends that the lands described in Schedule "A" annexed hereto, and in the description, together with all interests appurtenant thereto, be governed by the Act. The registration of this declaration and the description will create a freehold condominium that is a standard condominium corporation.
- b) The Town of Caledon has not as of the date of this declaration required that the any statements be inserted within this declaration.

Section 3 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" attached hereto.

Section 4 - 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, and notwithstanding anything else provided in this Declaration to the contrary, it is expressly stipulated and declared that:

- (a) Each Residential Unit shall include:

- (i) all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular Residential Unit only, and that lie within or beyond the unit boundaries, and shall specifically include;
 - (ii) The complete individual mechanical heating and cooling system and the branch piping extending to the common pipe risers servicing the said Residential Units;
 - (iii) All electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular Residential Unit only, regardless of whether same are installed or located within or beyond the boundaries of said Residential Units; and
 - (iv) Any branch piping extending to the common pipe risers, but excluding only the common pipe risers.
- b) Each Residential Unit shall exclude:
- (i) All concrete, concrete block or masonry portions of load bearing walls or columns located within any of the Units;
 - (ii) All pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any services to more than one Residential Unit, or to the Common Elements, or that may lie within the boundaries of any particular Residential Unit but which does not service that particular Residential Unit;
 - (iii) All the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system within the Building; and
 - (iv) All exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes);

Section 5 - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners, 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 common expenses shall be one hundred (100%) percent.

Section 6 - Exclusive Use Common Elements

The owner of certain units shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, subject to such use being regulated by the provisions of the Act, this declaration and the by-laws and rules of the Corporation, and subject to the rights of entry in favour of the Corporation (and its authorized agents and representatives) exercisable in accordance with the provisions of this declaration.

Section 7 - Mailing Address and Address for Service

The Corporation's address for service shall be:

c/o Melbourne Property Management, 1244 Caledonia Road, Suite 100, Toronto, ON. M6A 2X5

or such other address as the Corporation may determine by resolution of the board. The Corporation's mailing address shall be the same as the address for service, or such other address as the Corporation may determine by resolution of the board.

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 8 - Meaning of Common Expenses

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and such other expenses as are listed in Schedule "E" attached hereto, together with any other expenses which the Corporation is obligated to pay pursuant to the Act or any requirement of any other governmental authority.

Section 9 - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of this declaration, the by-laws of the Corporation or any rules and regulations of the Corporation in force from time to time, by any unit owner, or by members of his or 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.

Section 10 - 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, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on the termination of the Corporation.
- c) The Corporation shall commission a reserve fund study when required by the Act and shall thereafter conduct a review of its reserve fund study from time to time, but in no event less than every three (3) years, to determine whether the amount being allocated and set aside in the reserve fund is sufficient to ensure the long-term repair and replacement of the major capital assets and common elements of the Corporation.

Section 11 - Status Certificates

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with status certificate(s), together with all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with the conveyance, sale or mortgage of any unit(s), all at no charge or fee to the Declarant.

PART 3 - OCCUPATION AND USE OF COMMON ELEMENTS

Section 12 - General Use

- a) Save as otherwise provided in this declaration to the contrary, each owner may make reasonable use of, and has the right to occupy and enjoy, the whole or any part of the common elements, subject, however, to any conditions or restrictions set out in the Act, this declaration, the Corporation's by-laws (hereinafter collectively called the "**by-laws**") any agreement authorized by the by-laws and the rules. Moreover, save as otherwise hereinafter expressly provided, no condition shall be permitted to exist (and no activity shall be carried on) in any unit, or upon the common elements, that is likely to damage the property of the Corporation (or that of any other person), or injure any person, or impair the structural integrity of any portion of the common elements and/or any unit, or that will unreasonably interfere with the use or enjoyment (by other unit owners) of the common elements and/or the other units, or that may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may increase any applicable insurance premium(s) with respect thereto, and in the event this section of the declaration is contravened, then the unit owner responsible for such contravention shall pay and fully reimburse the Corporation for all costs and expenses incurred to redress, rectify and/or obtain relief from any such injury or damage (including without limitation, all increased insurance premium costs and/or deductibles, and any legal expenses incurred by the Corporation to collect any of the aforementioned costs), and shall indemnify the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such contravention, and all such costs and expenses shall be deemed to be common expenses and 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) Save as otherwise provided in this declaration to the contrary, no owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements (including without limitation, installing any fencing) except for

maintaining those parts of the common elements which he or she has a duty to maintain, without obtaining the prior approval of the Corporation in accordance with the Act.

- c) The owners of units having the benefit of an exclusive use balconies, patios, terraces, front entrances, walkways and driveways must sweep and clean the terrace and remove any and all accumulations of snow and ice therefrom, but may not make any additions, alterations, or install any betterments to these areas (including without limitation, any awning) without the written consent of the board and only if such addition, alterations or betterments are in compliance with the any requirement of any governmental authorities and where the owners enter into an agreement pursuant to Section 98 of the Act. All betterments to such patios, terraces and/or balconies, as approved permitted by the Corporation, shall be maintained and repaired by such unit owners. Units having an exclusive use balcony and/or terrace shall be permitted to use or operate barbeques utilizing natural gas from any permanent natural gas hook-up situate within or adjacent to the exclusive use common element areas, but natural gas connections are not guaranteed on such areas and may not be installed. Notwithstanding the foregoing, no person shall install any satellite dish or awning upon any portion of the common elements or the exterior of any unit. Owners shall not be permitted to install or bring onto their exclusive use terrace, patio or balcony any item weighing in excess of the permissible weight loads of the structures comprising the Condominium.
- d) No one shall, by any conduct or activity conducted 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 (or by virtue of) this declaration, any by-law(s) of the Corporation and/or any agreement authorized by the by-law(s) of the Corporation.
- e) No animals other than a pet (as hereinafter defined) are permitted within the units or upon the common elements, and the number of pets shall be limited as hereinafter set out. The board of directors of the condominium shall have the authority to deem a pet to be a nuisance and to demand the removal of the pet from the Condominium, on such terms as it may decide. Unit owners, their residents or permitted occupants, owning or responsible for a pet, are required to immediately clean any part of the interior or exterior common elements where their pet has soiled such common elements. All pets must either be on a leash or physically constrained when on the common elements.
- f) Visitor Parking shall only be used by invitees of owners or occupants of the Condominium and must be maintained as common elements and not as units.

Section 13 - Use of the Common Element Areas by the Permitted Party

Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary, the Declarant and/or the Permitted Party shall be entitled to use and occupy any portion of the common elements or any unit which has not been sold to a purchaser for residential purposes, for its construction, marketing, sales, customer service, or leasing programs in respect of the units in the Condominium, to erect and maintain marketing, sales, construction, customer service or leasing offices therein and/or model suites at such location within the common element areas of the Condominium as the Permitted Party may select, in its sole discretion, until such time as the Permitted Party has sold and conveyed title to all of the units in the Condominium or some earlier date chosen by the Permitted Party in its discretion (hereinafter referred to as the "**Marketing Termination Date**"). The cost of erecting, maintaining and ultimately dismantling the said marketing, sales, construction, customer service, leasing offices (and model suites, if any) shall be borne by the Permitted Party, but it shall not be charged for the use of the space so occupied in or upon the common elements, nor for any utility services supplied thereto (save and except for common expenses and utilities invoiced to the unsold units), nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services to the said marketing, sales, construction, customer service, leasing offices. The Corporation shall ensure that no actions or steps are taken by the Corporation, or by any unit owner, which would prohibit, limit or restrict the access and egress of the Permitted Party and its employees, agents and invitees over the common element areas of this Condominium, to and from the aforementioned sales, marketing, construction, customer, service, leasing offices and/or the temporary model suites, if applicable, at all times during the opening hours of such offices. The Permitted Party shall also be entitled to erect and maintain signs for marketing, sales and/or leasing purposes upon any part of the common elements, and within or outside any unsold units, pursuant to its on-going marketing program, at such locations and having such dimensions as the Permitted Party may determine in its sole discretion, until the Marketing Termination Date, all without any charge for the use of the space so occupied. The Permitted Party and its agents, employees and invitees shall be entitled to use the visitor parking units in the Condominium without charge until the Marketing Termination Date.

Section 14 - Modification of Common Elements and Assets

- a) No owner shall make any change or alteration to the common elements or any betterment or improvement thereof, or alter, decorate, renovate, maintain or repair any part of the common elements, except for maintaining those parts of the common elements which he/she has a duty to maintain in accordance with the provisions of this declaration, without obtaining the prior written approval of the Corporation and/or the unit owners, if required, in accordance with the terms and provisions of the Act.
- b) The Corporation, upon a resolution of the Board, may without notice to, or the consent of, the unit owners, make any non-substantial addition, alteration, or improvement to or renovation of the common elements, or may make any other non-substantial change to the assets of the Corporation, as set out in Section 97(2) of the Act.
- c) If permitted by the Act, the Corporation may make such non-substantial change in a service to the Corporation and/or non-substantial addition, alteration, or improvement to or renovation of the common elements, or may make any other non-substantial change to the assets of the Corporation, provided that the Corporation has delivered to the unit owners such notices and accompanying documents and information as required by Section 97(3) of the Act, and any meetings referred to in the Act, have either not been requisitioned, or if requisitioned have been held and such alterations, improvements and/or changes to the common elements approved as required.
- d) The Corporation may, upon receiving the approval of owners required under Section 97(4) of the Act, make a substantial change to any service, make a substantial addition, alteration, or improvement to or renovation of the common elements, or may make a substantial change to the assets of the Corporation.
- e) Notwithstanding anything set out in this declaration to the contrary, no owner, tenant or occupant of a Residential Unit shall be permitted to alter, penetrate, remove, any portion of any demising wall or ceiling assembly (including the drywall) between or within any residential unit or any exterior wall or ceiling, other than the application of any wall or ceiling covering or paint. In addition, no owner, tenant or occupant of a Residential Unit shall be permitted to install any electronic equipment or audio speakers in the cavity of any demising wall or ceiling between or within any residential unit and any exterior wall or ceiling.

PART 4 - OCCUPATION AND USE OF UNITS

Section 15 - General Use

- a) No unit shall be occupied or used by any owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other unit(s) or any portion of the common elements), nor in any manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective units, nor in any manner which may affect the structural integrity of any unit and/or the common elements, 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, nor in such a manner as may lead to a breach by any owner or by the Corporation of any provision of this declaration. In the event that the use made by any owner of his or her unit, other than the Declarant, causes injury or damage to any person or property, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such owner shall indemnify and save the Corporation harmless from and against all costs, damages and/or liabilities that the Corporation may suffer or incur as a result thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for any such increased portion of the insurance premiums or deductible 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 all of the aforesaid costs, expenses, etc. shall be deemed to be common expenses, and shall be borne by and paid by the offending unit owner and may be collected by the Corporation in the same manner as common expenses. Each unit shall be occupied and used in accordance with the provisions of all applicable laws and ordinances, including, *inter alia*, the Ontario Building Code and the Ontario Building Code Act (or any successor legislation thereto) the applicable zoning by-laws of the Town of Caledon or any Governmental Authorities pertaining to the Real Property, as amended from time to time, and for no other purposes

whatsoever. The owner of each unit shall comply, and shall require all residents, occupants, tenants, invitees, and licensees of his or her unit to comply with the Act, this declaration, the by-laws (including any easements and/or agreements authorized by the by-laws), and the rules of this Condominium. Save and except as specifically provided in this declaration to the contrary, no owner, other than the Declarant, shall make any structural change or alteration whatsoever to his or her unit, without the prior written consent of the Board.

- b) All drapes or outside linings thereof in exterior windows of Residential Units shall be of a neutral white or off-white shade, unless otherwise approved by the board. In addition, no signage visible from the exterior of any unit may be installed within any unit and/or upon any window or door of any unit. No coloured laminate or film may be applied to any window or door.
- c) No noise constituting an annoyance and/or nuisance or disrupting the normal use of a residential unit shall be permitted to be transmitted from one residential unit to another residential unit. If the board of directors of the Condominium determines that any noise is being transmitted to another unit and that such noise is an annoyance and/or a nuisance and/or disruptive, then the owner of such unit shall, at his/her expense, take such steps as are necessary in the opinion of the said board, to rectify and/or abate such noise. Pursuant thereto, any owner of a residential unit, save and except the Declarant or any related or affiliated company, who installs and/or causes to be installed, hardwood flooring, synthetic hard surface flooring, laminate flooring and/or any other ceramic tile flooring ("**Hard Surface Flooring**"), shall prior to such installation, install such sound proofing sub-flooring material as required by the Board of Directors of the Condominium. In addition, the Condominium may require that the said unit owner(s) install carpeting (having a face weight and underpad as the Condominium may designate) over the Hard Surface Flooring as the Condominium may deem necessary or desirable in order to abate noise in the unit where the Hard Surface Flooring has been installed. In the event that the said unit owner fails to undertake the rectification/abatement measures required by the said board, the Condominium may undertake such measures and the costs of such work, including any costs of enforcement, mediation and/or arbitration incurred by the Condominium in connection therewith, may be recovered from the defaulting owner in the same manner as common expenses. Notwithstanding anything set out in this declaration to the contrary, no owner, tenant or occupant of a Residential Unit shall be permitted to alter, penetrate, remove, any portion of any demising wall or ceiling assembly (including the drywall) between any residential unit or any exterior wall or ceiling, other than the application of any wall or ceiling covering or paint. In addition, no owner, tenant or occupant of a Residential Unit shall be permitted to install any electronic equipment or audio speakers in the cavity of any demising wall or ceiling between or within any residential unit and any exterior wall or ceiling.
- d) Owners shall be permitted to keep and maintain pets in their unit (hereinbefore and hereinafter referred to as a "**pet**"). For the purposes of the declaration, the term "pet" shall be limited to cats, dogs & domestic birds, but shall exclude any breed of pet prohibited or prescribed by any Governmental Authority. This restriction shall not apply to tropical or marine fish in aquariums. These provisions shall not apply to a dog required for use in the capacity of a service dog. The board of directors of the condominium shall have the authority to deem a pet to be a nuisance and to demand the removal of the pet from the condominium, on such terms as it may decide. Owners are required to immediately clean any part of the interior or exterior common elements where their pet has soiled such common elements. All pets must either be on a leash or physically constrained by the unit owner while on the common elements. No breeding of pets shall be permitted in any units.
- e) This Condominium has been designed so that water services supplied to the Condominium for the common elements will be bulk metered and to the extent not separately check metered will form part of the common expenses. Residential Units will be separately metered to measure the consumption rate of water. The cost of water for each Residential Unit (the "**Services**") shall not form part of the common expenses allocable to such unit. The owners or occupants of each Residential Unit shall be responsible for payment of all costs and expenses for water Services to the Residential Unit at the rates charged by the utility supplier and/or meter reading service provider (the "**Service Provider**"). Each owner or occupant of a Residential Unit shall enter into the Service Provider's form of agreement (the "**Utility Supply and Services Agreement**") for the Services on or before taking occupancy of their Residential Unit. Each owner or occupant of a Residential Unit may be required by the Service Provider to pay a security deposit to the Service Provider on or before taking occupancy of their Residential Unit and the Service Provider shall have the right to conduct credit checks on each owner or occupant of a Residential Unit.
- f) In the event that a Unit Owner fails to pay for his or her metered and invoiced Services for water (the "**Defaulting Owner**"), the Condominium shall be entitled to maintain and enforce a lien

against the Defaulting Owner's Unit(s), as security for the payment of the water and/or electrical services, and all costs and expenses incurred by the Condominium in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid; and said lien shall be enforceable by the Condominium in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in, or available to, a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the Mortgages Act, R.S.O. 1990 as amended, and/or any other applicable statutory provision or common law principle applicable thereto. In the event that the Land Registrar requires the Condominium, as a prerequisite to the registration and/or enforcement of said lien, to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Condominium shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall for all purposes, be deemed to have consented to any such application by the Condominium, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Condominium, or the maintenance and enforcement of said lien by the Condominium. The lien or charge so maintained by the Condominium pursuant to the foregoing provisions of this Section, shall be deemed to be fully postponed and subordinate to all liens, mortgages, charges or other encumbrances (including any and all amendments thereto) which are registered against the Defaulting Owner's Unit(s) in priority to the registration of the said lien or charge of the Condominium (hereinafter collectively referred to as the "**Prior Charges**"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made or thereafter to be made under the Prior Charges.

Section 16 - Use of Residential Units

(being units 1 to 57 on Level 1, inclusive)

- a) Each residential unit or portion thereof comprising a residential dwelling shall be occupied and used only for residential and ancillary or accessory purposes permitted in accordance with the provisions of the applicable zoning by-laws of the Town of Caledon pertaining to the Real Property, as amended from time to time.
- b) No Residential Unit shall be rented or leased out to a tenant or sub-tenant where the initial term is for a period of less than one year and any subsequent term is also for a period of not less than one year save and except where a tenant exercises his or her right to holdover as a monthly tenant, in accordance with the terms and provisions of the Residential Tenancies Act, 2006 (Ontario) as amended.
- c) No residential unit shall be used for short term rentals or home exchanges, rooming house purposes, used as a holiday exchange property in the nature of an Air BNB property and/or any other similar purposes.
- d) Provided, however, that notwithstanding the foregoing, nothing shall prevent the Declarant from completing or renovating the buildings situate on the Real Property and all improvements thereto, nor shall the foregoing prevent any Declarant or any related or affiliated company while owning any residential units in this Condominium (nor any mortgagee who has a registered mortgage or charge against not less than twenty-five percent (25%) of the units in this Condominium, and who seeks to sell the units so encumbered by said mortgage or charge), from utilizing such units for the purpose of creating and/or maintaining a sales office, construction office, leasing office and/or customer service office, as well as advertising signs, and model suites for display purposes.
- e) Each portion of a unit comprising a garage may be used for the parking of motor vehicles therein.

PART 5 - LEASING OF UNITS

Section 17 - Notification of Lease

- a) Where the owner of a unit leases his or her unit, the owner shall forthwith notify the Corporation that the unit is leased and shall provide the Corporation with the lessee's name, telephone number, permanent address, a copy of the lease and any renewal thereof (or summary thereof in the prescribed form), confirmation that the unit is properly insured by the owner or tenant, as the case may be, vehicle licence plate number as well as any other information as the Board may require from time to time. In addition, in the event that the owner has rented the residential

unit, he/she/it shall provide his/her/its new address for service of notices and/or other communication purposes.

- b) In addition to any other requirement as set out within the Act, no owner, other than the Declarant, shall lease his or her unit unless he or she first delivers to the Corporation a binding covenant or agreement, signed by the tenant, to the following effect:

"I acknowledge and agree that I, the other occupants of the unit and invitees thereto, from time to time, in using and occupying the unit rented by me, will strictly comply with the Condominium Act, 1998, the declaration, the by-laws, all agreements authorized by the by-laws of the Condominium, and all rules and regulations of the condominium corporation, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act, 1998. I further acknowledge and agree that:

- i) *I will be subject to the same duties imposed by The Condominium Act, 1998, the declaration, the by-laws and rules of the condominium corporation as if I were the owner of the unit except for the payment of common expenses, unless such payment is required by The Condominium Act, 1998, and/or by the declaration of the condominium corporation;*
- ii) *in the event that I am notified in writing by the condominium corporation that the landlord/owner of the unit which I am renting, is in default of the payment of common expenses with respect to such unit, and said notice required me, as tenant, to pay same to the condominium, I hereby acknowledge and agree that I shall then re-direct the rents being paid to the landlord/owner, to the Condominium to be applied to the common expenses, together with all interest accruing thereon."*

- c) No residential unit shall be rented or leased out to a tenant or sub-tenant where the initial term is for a period of less than one year and any subsequent term shall also be for a period of not less than one year save and except where a tenant exercises his or her right to holdover as a monthly tenant, in accordance with the terms and provisions of the Residential Tenancies Act, 2006 (Ontario) as amended.

Section 18 - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the owner/landlord of the unit which the tenant is occupying is in default of payment of such amounts, and requiring the said tenant to pay to the Corporation an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the said owner/landlord, an amount equal to the defaulted payment, and shall pay same to the Corporation.

Section 19 - Owner's Liability

Any owner leasing his or her unit shall not be relieved thereby from any of his or her obligations with respect to the unit, which obligations shall be joint and several with his or her tenant. Moreover, each owner shall file such information, copies of leases, lease renewals, tenant information and other documents and assurances as may be required pursuant to the Act and/or the Board of Directors from time to time.

PART 6 - MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 20 - Maintenance and Repairs to Units

- a) Save as otherwise specifically provided in the declaration to the contrary, each owner shall **maintain** his or her unit (as described in Section 4 above), including all mechanical, electrical and servicing equipment, pipes wires, cables, conduits and appurtenances (the "**Unit Services**"), including the Unit HVAC System comprising part of the unit, or deemed to be part of the unit pursuant to Section 4 of this declaration, whether or not situate within or without the horizontal and vertical boundaries of the unit, as set out in Schedule "C" of this declaration. In addition each owner shall **repair** his or her unit after damage (including without limitation the unit and the Unit Services and the HVAC System) at such owner's own expense, save and except for any damage for which the cost of repairing same is recovered under any policy or policies of insurance maintained by the Corporation, in which latter case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit, but the unit owner shall be required to pay the deductible for the insurance policy.

- b) Notwithstanding anything hereinbefore or hereafter provided to the contrary, each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of such owner to maintain and repair his or her unit in accordance with the provisions of this declaration, save and except for any damages for which the cost of repairing same is recovered under any policy or policies of insurance maintained by the Corporation, unless the owner is required pursuant to the terms of this declaration, to pay for such repairs and/or to reimburse the Corporation for any costs or expenses relating to such repairs, and in such event, the offending owner shall be obliged to pay for such damages.
- c) The Corporation shall make any repairs that an owner is obligated to make and that he or she does not make within a reasonable time, after written notice is given to such owner by the Corporation. In such event, the owner shall be deemed to have consented to having had repairs done to his or her unit by the Corporation. The owner shall forthwith reimburse the Corporation in full for the cost of all such repairs, including all legal and collection costs incurred by the Corporation, and all such costs shall bear interest at the rate of 12% percent per annum, calculated monthly, not in advance, until paid by the owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after delivery of written notice thereof by the Corporation, and same shall be treated in all respects as common expenses, and recoverable as such.
- d) In addition to the requirements of the Act, which are imposed upon the Corporation when one or more Condominium Blocks have been damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit on said Condominium Block, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.
- e) No owners shall repair, renovate, upgrade and/or alter the Unit HVAC System and/or repair renovate, upgrade and/or alter any plumbing, gas, sanitary and/or electrical fixture or item affixed to the common elements (hereinafter collectively referred to as the “**Fixture**”) within a residential unit unless such work is undertaken by a tradesman licensed to undertake and/or perform such work, an in accordance with any required permit.

Section 21 - Maintenance and Repairs to Common Elements

- a) Save as otherwise specifically provided in this declaration and/or any agreement entered into with an owner pursuant to Section 98 of the Act to the contrary, the Corporation shall maintain, and repair after damage, the common elements, assets and/or property of this Condominium, excluding any improvements or amenities installed by any unit owner upon or within any common element area(s) set aside for the exclusive use of such owner. This duty to maintain and repair shall extend to all exclusive use portions of the common elements. Owners of units enjoying the exclusive use driveway shall clean and sweep such areas and shall be responsible for snow and ice removal from same and same shall not be deemed to be “maintenance” for the purposes of the Act.
- b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, no one shall bring onto, place, affix, erect or install on or within the common elements any object, material, or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of the Condominium.
- c) Each owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows and doors serving his or her unit or installations thereon, which repairs were necessitated by damage caused by such owner's negligence or wilful misconduct, or as a result of the negligence or wilful misconduct of the tenants, their employees, invitees or licensees of his or her unit.
- d) The Condominium must maintain the on-site storm water management facilities and that may not alter or remove these facilities without the prior written consent of the Town of Caledon.

PART 7 - INSURANCE

Section 22 - Insurance Maintained by the Corporation

- a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable in respect of its obligation to repair, and in respect of the unit owners' interests in the units and common elements, and pertaining to the unit owners' obligation to repair any damage to:

- i) the common elements;
- ii) personal property owned by the Corporation; and
- iii) the units, except for any improvements or betterments made or acquired by the unit owners, with the definition of what constitutes an improvement or betterment being determined in accordance with the Act;

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. The Corporation's responsibility to insure against major perils in respect of property damage to a unit shall be limited, to the extent permitted by the Act, to those elements comprising a standard unit of the category to which the damaged unit belongs (the "**Standard Unit**") and the responsibility to insure such unit shall not include the responsibility to insure any betterments to such units which are not part of the Standard Unit.

b) Public Liability and Boiler Insurance

If required by the Act, the Corporation shall obtain and maintain public liability with limits to be determined by the board, insuring the Corporation against major perils, its liability resulting from breach of duty as occupier of the common elements and/or lands that the Corporation holds as an asset and/or arising from its ownership and/or operation of motor vehicles, boilers, machinery and/or pressure vessels.

c) General Provisions re Policies of Insurance

In addition to any other requirement set out in the Act, the foregoing policy of insurance will insure the interest of the Corporation and the unit owners from time to time, as their respective interests may appear, with all mortgages endorsements being subject to the provisions of this declaration and the insurance trust agreement, and may contain the following provisions:

- i) all proceeds arising from any loss in excess of either 15% of the replacement value of the items insured or such other percentage as may be prescribed by the Act shall be payable to the Insurance Trustee, if the Corporation has entered into an Insurance Trust Agreement;
- ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the unit owners, and any tenant, agent, occupant, employee, agent, invitee, or licensee of a unit, except for damage arising out of arson or fraud caused by any one of the above;
- iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee, and to any first mortgagee who has charges on more than twenty-five (25%) percent of the units;
- iv) waivers of any defence based on co-insurance or on any invalidity arising from any act, or omission, or breach of a statutory condition, by any insured;
- v) provisions that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and
- vi) waivers of the insurer's obligation to repair, rebuild or replace the property in the event that after damage, the government of the property is terminated pursuant to the Act.

Section 23 - General Provisions Regarding the Condominium Insurance

- a) Prior to obtaining any policy or policies of insurance, and every four years thereafter, and at such other times as the board may deem advisable the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets

of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.

- b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of the Corporation 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 to adjust any loss to his or her unit.
- c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage. This subparagraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote, or to consent to matters at meetings of owners, if the mortgage itself contains such a provision, and also the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for the 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.
- e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided for in this declaration.

Section 24 - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "**liabilities**") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against the liabilities incurred as a result of a contravention of the Act.

Section 25 - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- a) Insurance on any additions or improvements made by an owner to his or her unit or exclusive use common element areas appurtenant to his/her units, and on furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his or her unit, and such owner's personal property and chattels stored elsewhere on the Property, including his or her automobile or automobiles, and for loss of use and occupancy of his or her unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees, and servants, and against the other unit owners and any residents, occupants, employees, tenants, invitees or licensees of such other units, except for any damage arising from vehicle impact, arson or fraud caused or contributed by any of the above.
- b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of such owner's unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- c) Insurance covering the cost of alternate accommodation if the owner's unit is rendered temporarily uninhabitable due to damage.
- d) Insurance covering special assessments levied against an owner's unit by the Corporation.

Section 26 - Indemnification by Owners

- a) Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from any

act or omission (negligent or otherwise), of such owner or of or by any resident, tenant, invitee or licensee of such owner's Unit, or anyone else for whom the Unit owner is responsible at law ("**Responsible Parties**") affecting any Unit and/or all or any portion of the common elements, the owner's Unit and/or any other Unit(s). Provided that this shall not apply to any loss, cost, damage, injury or liability insured against by the Corporation, provided that such proceeds of insurance reimburse the Condominium for such loss, cost, damage, injury or liability and such proceeds are paid or payable to the Corporation or to a party for the benefit of the Corporation. Such payments due by the unit owner as provided for herein shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such.

- b) Notwithstanding anything set out in this declaration to the contrary, all costs and expenses (including the Corporation's insurance deductible, if applicable, as well as all legal fees and enforcement costs, disbursements and taxes, on a substantial-indemnity basis suffered or incurred by the Corporation by reason of any breach of any provision(s) of the Act, this declaration, any by-law(s), agreement authorized by-law and/or rule(s) of the Corporation in force from time to time, or by reason of any damage or injury to any Unit(s) or to all or any portion of the common elements, committed by any Unit owner or his, her or its Responsible Parties shall be the sole responsibility of (and shall be paid for by) such owner. Such amounts due and payable by the Unit owner shall be deemed to constitute an additional contribution towards the common expenses payable by such owner, and shall be recoverable as such, including without limitation the right of the Corporation to register a lien for same on the unit owner's Unit.
- c) If there is a claim made under the Corporation's insurance policy for any action or omission of a Unit owner or Responsible Party, the unit owner shall indemnify and save the Corporation harmless from and against damages incurred by the Corporation in the amount which is the lesser of: A) the insurance deductible amount applicable to the payment of insurance proceeds to the Corporation reimbursing it for the said damages to the Units or common elements (the "**Damages**"); or B) the actual costs of the Damages, regardless of fault, unless the Damages are caused by any act or omission of the Corporation or those for whom it is responsible at law.
- d) Where there is damage to more than one Unit and/or their exclusive use common element area(s), which damages were not caused by an act or omission on the part of the Corporation or those for whom it is responsible at law, then the owner of each Unit that has suffered such damage to the Unit or exclusive use common elements appurtenant thereto, shall indemnify and save the Corporation harmless from and against a proportionate share of the total deductible amount applicable to the insurance proceeds payable for such damages. The proportionate share shall be determined by the Corporation in its sole, unfettered and discretion.

Section 27 - Insurance Trust Agreement

The Corporation may enter into, and at all times maintain, an Insurance Trust Agreement with a trust company, registered under The Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "**Insurance Trustee**"). Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair, in accordance with the provisions of the Act, this declaration, the by-laws and any agreement authorized by the by-laws. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than 15% of the value of the replacement costs of the assets/items insured, or any other higher limit permitted pursuant to the Act, or any successor legislation or the Insurance Trust Agreement then in force and effect, such proceeds shall be paid directly to the Corporation pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee.

PART 8 - DUTIES OF THE CORPORATION

Section 28 - Duties

In addition to any other duties set out elsewhere in this declaration, and specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:

- a) to cause electricity, water, gas (if required, and subject to the payment of the requisite utility account by the unit owner if such service is directly billed and/or invoiced to the unit) and all

other requisite utility services to be provided to the units and common elements, so that same are fully functional and operable;

- b) to assume, enter into, abide by and/or comply with, the terms and provisions of any development agreement and any other agreements (and any successor or supplementary agreement(s) with respect thereto) which are (or will be) entered into by the Declarant (or its predecessors in title) with any of the Governmental Authorities, registered against title to the units and/or common elements (hereinafter collectively referred to as the "**Outstanding Municipal Agreements**") and to enter into a licence, assumption and indemnity agreement with the Declarant whereby the Corporation will assume responsibility for all obligations under the Outstanding Municipal Agreements;
- c) to enter into an agreement with the Declarant immediately after the registration of this declaration (hereinafter referred to as the "**Licence Agreement**"), pursuant to which the Corporation shall formally grant the Declarant a licence to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements, which licence shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than 21 years, less one day, following the registration of this declaration), in order to avoid any contravention of the subdivision-control and part-lot control provisions of The Planning Act R.S.O. 1990, as amended (the "**Planning Act**");
- d) to grant the Permitted Party, forthwith after the registration of the Condominium, a license to use the common elements for the following purposes, namely: 1) to construct, erect, maintain and operate constructing sales/marketing/customer services/leasing offices; and 2) use the visitor parking; and 3) for affixing and maintaining signage used in conjunction with the sales/marketing/leasing program of the Permitted Party, which licence shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than 21 years, less one day, following the registration of this declaration), in order to avoid any contravention of the subdivision-control and part-lot control provisions of The Planning Act;
- e) to illuminate, clean, maintain and repair all interior and exterior common elements and all common element parking areas (including visitor parking and common element parking intended for the use of the occupants of this condominium), walkways and sidewalks within the Property (including the cleaning and removal of all dirt, debris and snow therefrom, from time to time), and to take all requisite steps to ensure that all common element areas in the Property are maintained and repaired, as and when required;
- f) to provide the Declarant, without any payment, with a copy of the Reserve Fund Study carried out by the Corporation in accordance with the requirements of Section 94 of the Act and with a copy of the Performance Audit carried out pursuant to Section 44 of the Act and the Corporation shall allow the Declarant and/or its agents, employees, engineers or other designated parties the right for a period of three years, to enter upon the common elements to undertake any such work as may be required of the Declarant pursuant to the Performance Audit;
- g) to take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien or charge arising pursuant to the Act and/or this declaration, against each unit in respect of which the owner has defaulted in the payment of common expenses;
- h) to enter into the Limited Recourse Agreement and the Utility Agreement and/or Telecommunication Licences and/or an assumption of such agreements as determined by the Declarant.

PART 9 - GENERAL MATTERS

Section 29 - Right of Entry

- a) The Corporation, or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the board, shall upon the giving of reasonable notice, 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, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or which violates any public health or safety regulation, or carrying out any duty imposed upon the Corporation, or for the purposes of performing any other objects or duties of the Corporation.

- b) In case of an emergency, any agent, employee or authorized representative of the corporation may enter a unit at any time without notice or express permission, for the purpose of repairing the unit and/or the common elements, for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation (or of any other unit owner), or which may violate any public health or safety regulation. The Corporation or any one authorized by it may determine whether such an emergency exists, in their sole and unfettered discretion, acting reasonably, and such right of entry shall not impose upon the Corporation (or any of its authorized agents or representatives) any duty or liability to monitor or supervise the unit.
- c) If any owner or tenant, or their employees or agents of a unit shall not be personally present to grant entry to such 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 rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in the declaration or the by-laws.

Section 30 - 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 or enforceability of the remainder of the affected section or this declaration.

Section 31 - Waiver

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

Section 32 - Notice

- a) Except as otherwise provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given, shall be given as follows:
 - i) **To an owner**, by giving same to him or her (or to any director or officer of the owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such owner to the Corporation for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective unit. Provided that the Corporation may give notice to the owner by way of facsimile transmission, electronic mail or any other method of electronic communication, if the owner agrees in writing that the Corporation may give notice in this manner.
 - ii) **To a mortgagee** who has notified the Corporation of his or her interest in any unit, by giving same to such mortgagee (or to any director or officer of such mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
 - iii) **To the Corporation**, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
- b) If any notice is mailed as aforesaid, then same shall be deemed to have been received and to be effective on the second (2nd) business day (excluding Saturdays, Sundays and statutory holidays) following the day on which it was mailed. In the event of a postal strike or postal interruption, all notices shall be personally delivered, and if so delivered, same shall be deemed to be received on the date of such personal delivery.

Section 33 - Construction of the Declaration

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

Section 34 - Headings

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

(Continued on following page)

Section 36 - Statutory References

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

DATED at _____, this _____ day of _____, 202____.

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

ZANCOR HOMES (CALEDON) LTD.

Per: _____
Name:
President

Per: _____
Name:
Secretary

We have the authority to bind the Corporation.

SCHEDULE "A"

TO THE DECLARATION OF ZANCOR HOMES (CALEDON) LTD.

Block 157, plan 43m2112; Town of Caledon being all of PIN 14252-1402 (LT); Land Registry Office for the Land Titles Division for Peel (No. 43) (the "Real Property" or the "Lands").

In my opinion, based on the aforesaid parcel register, and the plans and documents recorded therein, the legal description set out above is correct, the easements will exist in law upon the registration of the declaration and description and the Declarant is the registered owner of the aforementioned lands and the appurtenant interests hereinbefore described.

DATED this _____ day of _____, 202__.

David R. Spencer, solicitor and duly authorized agent for:

ZANCOR HOMES (CALEDON) LTD.

Per: _____
David R. Spencer

SCHEDULE "B"

TO THE DECLARATION OF ZANCOR HOMES (CALEDON) LTD.

1. _____ has a registered mortgage/charge within the meaning of clause 7(2)(b) of The Condominium Act S.O.,1998, as amended, and registered as number _____ in the Land Registry Office for the Land Titles Division of York (No. 43).

2. _____ hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the lands, as the land and interests are described in the description.

3. _____ postpones its mortgage and interests under it to the declaration and the easements described in Schedule "A" to the declaration.

4. _____ is entitled by law to grant this consent and postponement.

Dated this _____ day of _____, 202__.

Per: _____

I have authority to bind the bank

SCHEDULE "C"**TO THE DECLARATION OF ZANCOR HOMES (CALEDON) LTD.****BOUNDARIES OF UNITS**

Each residential dwelling unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 2 of the description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 to 2 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:

RESIDENTIAL DWELLING UNITS (being Units 1 to 57, inclusive, on Level 1, as illustrated on Part 1, Sheets 1 and 2 of the Description.)

1. Each residential dwelling unit is bounded vertically by:

1. the upper surface of the unfinished concrete floor slab.
2. the upper surface of the unfinished wood floor boards and the unfinished wood stairs separating the unit from another such unit or common element.
3. the upper surface of the suspended drywall acoustic ceiling and/or suspended drywall ceiling separating the unit from insulating material; and mechanical and/or electrical pipes, wires, ducts and conduits providing services to other units or to the common elements.

2. Each residential dwelling unit is bounded horizontally by:

1. the backside surface of the drywall on all perimeter walls and walls dividing units from other units and, from, gas enclosures, pipe spaces and utility line enclosures.
 2. the unit side of the unfinished surface of concrete or concrete block masonry walls and the production thereof.
0. In the vicinity of windows, sliding doors, exterior doors and garage doors, the residential dwelling unit boundaries shall be the unfinished unit side surfaces of doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a 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 1 to 2 of the Description.

Grant T. Stidwill
Ontario Land Surveyor

Date

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.

SCHEDULE D
TO THE DECLARATION OF ZANCOR HOMES (CALEDON) LTD.

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	1	1	1.754386	1.754386
2	1	2	1.754386	1.754386
3	1	3	1.754386	1.754386
4	1	4	1.754386	1.754386
5	1	5	1.754386	1.754386
6	1	6	1.754386	1.754386
7	1	7	1.754386	1.754386
8	1	8	1.754386	1.754386
9	1	9	1.754386	1.754386
10	1	10	1.754386	1.754386
11	1	11	1.754386	1.754386
12	1	12	1.754386	1.754386
13	1	13	1.754386	1.754386
14	1	14	1.754386	1.754386
15	1	15	1.754386	1.754386
16	1	16	1.754386	1.754386
17	1	17	1.754386	1.754386
18	1	18	1.754386	1.754386
19	1	19	1.754386	1.754386
20	1	20	1.754386	1.754386
21	1	21	1.754386	1.754386
22	1	22	1.754386	1.754386
23	1	23	1.754386	1.754386
24	1	24	1.754386	1.754386
25	1	25	1.754386	1.754386
26	1	26	1.754386	1.754386
27	1	27	1.754386	1.754386
28	1	28	1.754386	1.754386
29	1	29	1.754386	1.754386
30	1	30	1.754386	1.754386
31	1	31	1.754386	1.754386
32	1	32	1.754386	1.754386
33	1	33	1.754386	1.754386
34	1	34	1.754386	1.754386
35	1	35	1.754386	1.754386
36	1	36	1.754386	1.754386
37	1	37	1.754386	1.754386
38	1	38	1.754386	1.754386
39	1	39	1.754386	1.754386
40	1	40	1.754386	1.754386
41	1	41	1.754386	1.754386
42	1	42	1.754386	1.754386
43	1	43	1.754386	1.754386
44	1	44	1.754386	1.754386
45	1	45	1.754386	1.754386
46	1	46	1.754386	1.754386
47	1	47	1.754386	1.754386
48	1	48	1.754386	1.754386
49	1	49	1.754386	1.754386
50	1	50	1.754386	1.754386
51	1	51	1.754386	1.754386
52	1	52	1.754386	1.754386
53	1	53	1.754386	1.754386
54	1	54	1.754386	1.754386
55	1	55	1.754386	1.754386
56	1	56	1.754386	1.754386
57	1	57	1.754386	1.754386

TOTALS

100.000000

100.000000

SCHEDULE "E"

TO THE DECLARATION OF ZANCOR HOMES (CALEDON) LTD..

SPECIFICATIONS OF COMMON EXPENSES

- a) All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws (and any agreements authorized by any of the by-laws) or the rules of the Corporation.
- b) All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation for the purposes of determining the amount of insurance to be effected.
- c) All sums of money payable for:
 - i) gas, water, hot water and electricity directly serving and benefitting the units and common elements invoiced to the Condominium and where the Condominium is legally responsible for the payment of such utility regardless whether included in general common expenses allocated to units pursuant to Schedule D or billed to individual unit owner and/or unit, by a utility company or private company or by the condominium corporation pursuant to a reading from a private consumption meter;
 - ii) waste and re-cycled materials disposal, unless such service is provided by the municipality;
 - iii) maintenance materials, tools and supplies; and
 - iv) landscaping and snow removal services for all non-exclusive, including all hard and soft landscaping areas, driveways, walkways etc., gardens but excluding any exclusive use balconies, patios or terraces.
- d) All sums of money required by the Corporation for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements, including the costs of any reserve fund study carried out by a qualified third party consultant from time to time;
- e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.
- f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of the common elements and assets of the Corporation.
- h) All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- i) All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until and unless such time as such taxes are levied against the individual units).
- j) The fees and disbursements of the Insurance Trustee, if any.
- k) All expenses incurred by the Corporation in having to comply with the duties set forth in the declaration, as well as all expenses incurred by the Corporation in the course of enforcing any of the provisions of the declaration, by-laws and rules of the Corporation from time to time (including all agreements authorized by any by-laws), and effecting compliance therewith by all unit owners and their respective residents, tenants, licensees and/or invitees.
- l) All sums of money paid or payable by the Corporation in order to comply with the terms and provisions of the Outstanding Municipal Agreements (as defined in the declaration).

- m) All sums of money paid or payable by the Corporation with respect to the Utility Agreement(s) and Management Agreement.
- n) All deductible amounts paid by the Corporation under its policies of insurance, not recovered from a unit owner.
- o) All monies expended in appealing any assessment of the units in the Condominium.
- p) All sums of money paid or payable or incurred by the Corporation in connection with any borrowing by the Corporation or required in connection with the Corporation granting any security which it is authorized to give under this declaration, its by-laws and/or the Act.

SCHEDULE "F"

TO THE DECLARATION OF ZANCOR HOMES (CALEDON) LTD.

DESIGNATION OF EXCLUSIVE USE COMMON ELEMENTS

Subject to the provisions of the Declaration, the By-laws and Rules and Regulations of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

1. The owners of Units 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52 and 55 on Level 1, shall have the exclusive use of a front entry designated on Part 2, Sheet 1 of the Description by being numbered the same as the number of each unit with the prefix letter "FE" being illustrated in heavy outline.
2. The owner(s) of certain units on Level 1 shall have the exclusive use along with the owner(s) of certain other Units of a shared access "SA" being illustrated in heavy outline on Part 2, Sheet 1 of the Description, as assigned in the table below.

UNITS	LEVEL	Shared Front Access
2, 3	1	SA1
5, 6	1	SA2
8, 9	1	SA3
11, 12	1	SA4
14, 15	1	SA5
17, 18	1	SA6
20, 21	1	SA7
23, 24	1	SA8
26, 27	1	SA9
29, 30	1	SA10
32, 33	1	SA11
35, 36	1	SA12
38, 39	1	SA13
41, 42	1	SA14
44, 45	1	SA15
47, 48	1	SA16
50, 51	1	SA17
53, 54	1	SA18
56, 57	1	SA19

3. The owner of Units 1 to 57, inclusive, on Level 1, shall have the exclusive Driveway use access numbered the same as the owner's unit with the prefix letter "P" being illustrated in heavy outline on Part 2, Sheet 1 of the Description.

SCHEDULE "G"

TO THE DECLARATION OF ZANCOR HOMES (CALEDON) LTD.

CERTIFICATE OF AN ENGINEER / ARCHITECT

I certify that:

Each building on the property

OR

Each building on the land included in the phase *(In the case of an amendment to the declaration creating a 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)

— Architect

— Professional Engineer