

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

TOWN OF CALEDON  
PLANNING  
RECEIVED  
February 27th, 2025

**FERNBROOK HOMES (MCLAUGHLIN ONE) LTD.**  
(hereinafter called the "Declarant")

**WHEREAS:**

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

**NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:**

**ARTICLE I.  
INTRODUCTORY**

1.1 Definitions

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

- (a) "**Board**" means the Corporation's Board of Directors;
- (b) "**By-Laws**" means the by-laws of the Corporation enacted from time to time;
- (c) "**Common Elements**" means all the Property except the Units;
- (d) "**Common Expenses**" shall have the meaning ascribed to such term in Section 2.1 hereof;
- (e) "**Condominium**" or "**Corporation**" means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration;
- (f) "**Owner**" means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (g) "**Residential Units**" means Units 1 to 72, inclusive, on Level 1;
- (h) "**Rules**" means the Rules passed by the Board in accordance with the provisions of the Act;
- (i) "**Smoking**" means the inhaling, breathing, vaping, carrying, or possession of any ignited cannabis, cigarette, cigar, pipe, electronic cigarette, e-cigarette or other product containing any amount of tobacco, cannabis or other smoke-producing substance, any other similarly heated or lit product, and any illegal substance;
- (j) "**Unit**" means any of the units referred to in this Declaration, as the context may require, and "**Units**" means all of the units referred to in this Declaration as the context may require;

1.2 Act Governs the Property

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

1.3 Standard Condominium

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

1.4 Consent of Encumbrancers

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

1.5 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto, 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 Residential 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 Residential Units or Common Elements; and
- (iii) all exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes).

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

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

The Corporation's address for service shall be c/o Melbourne Property Management Inc., 1244 Caledonia Road, Suite 100, Toronto, Ontario, M6A 2X5, or other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be cc/o Melbourne Property Management Inc., 1244 Caledonia Road, Suite 100, Toronto, Ontario, M6A 2X5. The Corporation's municipal address is \*\*\*, Caledon, Ontario.

1.8 Approval Authority Requirements

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

1.9 Architect/Engineer Certificates

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

**ARTICLE II.  
COMMON EXPENSES**

2.1 Specification of Common Expenses

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

2.2 Payment of Common Expenses

(a) Each Owner, including the Declarant, shall pay to the Corporation his/her proportionate share of the common expenses, as may be provided for by the By-laws and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or rules in force from time to time by any Owner, or by members of his/her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

(b) Water:

(i) The Corporation shall contract for the purchase of water from the appropriate local distribution company(s) or with an independent energy retailing company(s) arranged for by the Declarant. Where not separately metered, water consumption in each Owner's Residential Unit shall be measured and invoiced by a sub-metering system(s) installed and operated by a third-party supplier(s) (the "**Supplier**") arranged for by the Declarant.

(ii) Each Owner shall receive and be responsible for, payment of the invoice with respect to the water consumption for his/her Unit. The Owner shall remit payment to the Supplier for water consumption, equipment and administrative fees, separate from any other obligations the Owner has with respect to payment of Common Expenses as an Owner within the Condominium.

(iii) Any monies owing with respect to invoices for water consumption and/or fees which is not paid to the Supplier by the Owner according to the terms of the invoice, may be paid by the Corporation to the Supplier and shall thereupon be a debt owed by the Owner. In such event, this debt shall, for such purposes only, be considered Common Expenses, and shall be collectible by the Corporation as if same were Common Expenses in arrears. Payment to the

Supplier shall be made in such manner and with such frequency as determined by the Board and/or Supplier from time to time, acting reasonably. Interest will accrue on arrears of money owing for water consumption at a rate as determined by the Corporation and/or the Supplier.

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

### 2.3 Reserve Fund

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

### 2.4 Status Certificate

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

## **ARTICLE III. COMMON ELEMENTS**

### 3.1 Use of Common Elements

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

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

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

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

### 3.2 Exclusive Use Common Elements

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

### 3.3 Restricted Access

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

### 3.4 Modifications of Common Elements, Assets and Services

#### (a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common

Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act. Notwithstanding the foregoing and notwithstanding anything to the contrary contained in this Declaration, the By-Laws or Rules, the Declarant shall have the right to make all installations, changes or alterations to the Common Elements (including any exclusive use Common Elements) as it determines, without obtaining the prior written approval of the Board or entering into any such agreement with the Corporation.

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

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

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

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

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

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

3.5 Pets

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

3.6 Declarant Rights

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

- (a) the Declarant or affiliated body corporate of the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's (or any other party associated with the Declarant) marketing, sale, construction and/or customer service program(s) with respect to any Units in the Condominium and/or any other lands owned or controlled by the Declarant or any company associated with the Declarant in the general vicinity of the Condominium, from time to time;
- (b) the Declarant or affiliated body corporate of the Declarant and its authorized agents or representatives and/or invitees shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices

for marketing, sales, construction and/or customer-service purposes, as described in subparagraph (a), upon any portion of the Common Elements, including any exclusive use portions of the Common Elements, and within or outside any Units, and at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to any of the foregoing parties for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to any of the foregoing party's marketing/sales/ construction/customer-service office(s) and model suites;

- (c) the Declarant and its authorized agents, representatives and/or invitees shall together have the right to use visitor parking spaces to be designated by the Declarant in its sole discretion, without any charge to the Declarant for the use of same, for the purposes of implementing, operating and/or administering the marketing, sale, construction and/or customer service program(s) with respect to the Condominium and/or any other lands owned or controlled by the Declarant or any company associated with the Declarant in the general vicinity of the Condominium, from time to time;
- (d) the Declarant and its authorized agents, representatives and/or invitees shall have free access at all reasonable times to the Units and Common Elements (including any exclusive use Common Elements), in order to make inspections or do any work or repairs thereon which may be deemed necessary by the Declarant in connection with the completion of the Units, any warranty obligations of the Declarant or for any servicing or installations in connection with the Units, the Common Elements or any other Units in the Condominium and this right shall be in addition to any rights and easements in favour of the Declarant pursuant to this Declaration or under the Act;
- (e) the Declarant shall have the right to construct and install any improvements or upgrades to exclusive use Common Elements including, without limiting the generality of the foregoing, floor finish, lighting, water features, pools, hot tubs, plantings, gas hook up, and such other matters as may be determined by the Declarant, in its sole and absolute discretion, all of which shall be maintained and repaired by the Owner of the Unit which has the benefit of such exclusive use area; and
- (f) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant or affiliated body corporate of the Declarant and its authorized agents, representatives, and/or invitees over the Common Elements or the visitor parking spaces of the Condominium.

### 3.7 Visitor Parking

The parking spaces located on Level 1 and designated as visitor parking on the Description shall form part of the Common Elements and shall be for use by visitors to the Owners/occupiers of the Residential Units. There shall be no charge or fee for the use of these parking spaces. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation and shall be used by visitors to Owners/occupiers of Residential Units for the parking of their motor vehicles and shall not be used by Residential Unit Owners or for any other purpose whatsoever. Each parking space shall be individually designated as visitor parking by means of clearly visible signs. Provided that the Declarant its sales personnel, invitees, perspective purchasers and workman may park motor vehicles upon the visitor parking spaces until such time as all Units in the Property are sold and conveyed by the Declarant and any applicable warranty period for all such Units has expired and until all work has been completed by the Declarant with respect to the Condominium.

### 3.8 Smoking within the Common Elements

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

**ARTICLE IV.  
UNITS**

4.1 General Restrictions

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

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements, their respective exclusive use Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by by-law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such;
- (b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by by-law and the Rules;
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except if installed or provided by the Declarant or with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the Building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property; and
- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, except as may be permitted by the Declarant or the Board.

4.2 Residential Units

- (a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall not be greater than the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from



completing the building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction/service offices, displays and signs for marketing/sales/ leasing purposes upon the Common Elements, and within or outside any Unit, for the marketing of Units in this Corporation, or units in any other project being developed by the Declarant or its affiliates.

- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Residential Unit, except for signs marketing the Condominium or Units contained therein by the Declarant and/or its related companies.
- (c) No animal, livestock or fowl of any kind, other than animals normally considered to be domestic pets defined as being one of the following: a cat; a dog; or a canary, budgie or another small caged bird; or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion to be a danger or nuisance to the residents of the Corporation shall be permitted in any Unit.
- (d) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Residential Unit is adjacent to or wherever situated in relation to the offending Residential Unit), then the Owner of such Residential Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis and shall be deemed to be additional contributions to Common Expenses and recoverable as such.
- (e) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition modification or alteration which is solely decorative in nature, in or to his Residential Unit or make any change, addition, modification or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.
- (f) (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
  - (1) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or

- (2) where he or she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.
  - (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
  - (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
    - (1) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
    - (2) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
    - (3) the drawings, specifications and data lodged with the Board.
  - (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
  - (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Condominium, shall remain unchanged.
- (g) No barbecues may be used indoors or outdoors, save and except barbecues are permitted on terraces, patios or balconies for Residential Units, provided that the barbecues only use natural gas (not propane) and the terrace, patio or balcony for those aforementioned Residential Units has been equipped with a natural gas line with a "quick disconnect" for barbecue use which has been installed by the Declarant or as permitted by the Board. The foregoing shall not prevent the installation of barbecues in any outdoor amenity space comprising part of the Common Elements, as determined by the Declarant or approved by the Board.
  - (h) Notwithstanding any other provision of this Declaration, the Declarant shall be entitled to redesign any Unit or Units (including any exclusive use portions of the Common Elements), including, without limiting the generality of the foregoing, the erection, removal or alteration of any internal walls within any Unit and/or the alteration and removal in whole or in part of a vertical boundary wall between two horizontally adjoining Units and/or cut a hole in the floor slab between two vertically

adjoining Units and/or install any item or fixture as determined by the Declarant, in its sole and absolute discretion, without the prior consent of the Condominium. The Declarant shall, however, deliver to the Condominium the plans and specifications detailing the location, materials and method of construction and installation of such work and the Declarant shall comply with all relevant municipal and other governmental by-laws, rules and regulations in completing any such alterations to the Units.

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

#### 4.3 Leasing of Units

##### Notification of Lease:

- (a) Where an Owner leases his/her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
  - (iii) provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation; and
  - (iv) obtain from the lessee any acknowledgement(s) of warning clauses required pursuant to any agreement registered on title to the Property.
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (d) An Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant.
- (e) Any leasing of a Unit shall comply with the by-laws of the Municipality and the Rules.
- (f) Except for the Declarant (and its related and affiliated entities), where an Owner leases and/or permits a sublease of his/her Unit, such lease and/or sublease, or any renewal thereof shall not be for less than six (6) months in duration and such lease or sublease shall not contain an early termination period. Peer-to-peer subleases or licences such as those arranged by Airbnb and other similar providers shall not be permitted.

## 5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his/her Unit, and subject to the provisions of the Declaration, each Owner shall repair his/her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his/her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:
- (i) the exterior and interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his/her Unit;
  - (ii) the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his/her Unit and which are accessible by a terrace, patio or balcony, together with the terrace, patio or balcony itself which has been designated as an exclusive use area in respect of such Unit; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
  - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
  - (iv) all exhaust fans and fan motors located within the Unit, including in the kitchen and bathroom areas of a Unit or adjacent Common Elements and services the Unit;
  - (v) gas fireplaces, if any, within the Residential Unit, provided that only persons certified to maintain and repair gas appliances shall be allowed to perform such services;
  - (vi) any exclusive use parking space(s) adjacent to an Owner's Residential Unit, including snow and ice removal;
- (b) Each Owner shall further maintain, repair and replace any system, appliance or fixture that services his/her own Unit, including the heating, air conditioning and ventilation equipment, including thermostatic controls that services his or her Unit only (to and including the shut-off valve whether same is installed or located within or beyond the boundaries of the Unit) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board. The maintenance and repair of such equipment shall also be subject to any lease entered into by the Owner with respect to same.

## 5.2 Responsibility of Owner for Damage

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

### 5.3 Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements, other than any improvements to (and/or any facilities, services or amenities installed by any Unit Owner upon) any Common Elements set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the Units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.
- (b) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Unit.
- (c) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owners wilful conduct, negligence or the wilful conduct or negligence of his or her residents, tenants, invitees or licensees.
- (d) Notwithstanding anything provided in paragraph 5.1(a)(vi) hereof to the contrary, the Corporation shall be responsible for the replacement of all parking spaces forming exclusive use common elements.
- (e) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, the Corporation shall be responsible for snow and ice removal from stairs, porches and front entrances forming part of the common elements or part of the exclusive use common elements and that is adjacent to a Residential Unit.
- (f) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such costs shall bear interest at the rate of eighteen (18%) per cent per annum, calculated monthly until paid by the Owner. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

## **ARTICLE VI. INDEMNIFICATION**

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

Without limiting the generality of the foregoing and notwithstanding anything contained in this Declaration to the contrary, all costs and expenses (including, without limitation, insurance deductible(s), if applicable, legal fees on a substantial indemnity basis, as well as all applicable disbursements and any costs relating to the inspection of the Owner's Unit) incurred by the Corporation by reason of a breach of the Act, this Declaration, the By-laws

and/or the Rules in force from time to time (including a breach of any agreement authorized or ratified by any By-laws or resolution of the Corporation), committed by any Owner, or such Owner's residents, family members, guests, visitors, tenants, licensees or invitees to such Owner's Unit, shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such Owner, and such Owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the Common Expenses payable by such Owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such Owner's Unit).

## **ARTICLE VII. INSURANCE**

### 7.1 By the Corporation

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

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

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

- (b) **Policy Provisions**

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;

- (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
  - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.
- (d) Boiler, Machinery and Pressure Vessel Insurance: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

## 7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his/her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article VII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

## 7.3 By the Owner

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

#### 7.4 Indemnity Insurance for Directors and Officers of the Corporation

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

### **ARTICLE VIII. DUTIES OF THE CORPORATION**

- 8.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:
  - (a) To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services to be provided to the Condominium, so that same are fully functional and operable during normal or customary hours of use.
  - (b) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the Condominium.
  - (c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's or its associated companies ability to



utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with the Condominium and/or any other lands owned or controlled by the Declarant or any company associated with the Declarant in the general vicinity of the Condominium, from time to time, as more particularly set out in the foregoing provisions of this Declaration.

- (d) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, encroachment, easement, utility, development or similar agreements, whether registered or unregistered, (including, without limiting the generality of the foregoing, any Section 37 Agreement), as well as enter into a formal assumption agreement(s) with the Municipality or other governmental or utility authorities or other parties to any such Agreement, relating thereto, if so required by the Declarant, Municipality, other governmental or utility authorities or other party to any such Agreement, pursuant to which the Corporation shall formerly confirm that it has assumed all obligations and liabilities of the Declarant arising thereunder, including the obligation to maintain, repair and replace (where necessary) the works, services and/or facilities constructed or installed by the Declarant upon or within the Property and that it has released and indemnified the Declarant from any such obligations and liabilities arising thereunder.
- (e) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6<sup>th</sup> month and the 10<sup>th</sup> month following the registration of this Declaration, then the Corporation shall have a duty to:
  - (i) notify in advance and permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
  - (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

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

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

services to the Condominium, and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing, all without cost to the Declarant or any other party.

- (h) To enact such by-laws and undertake all such other action as may be required from time to time to authorize the grant of an easement or licence in favour of the Declarant or such other person(s) as the Declarant may direct to permit the Common Elements to be used for signage purposes if the Declarant is unable to provide for signage units as part of the unit structure of the Condominium.
- (i) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.
- (j) To grant, convey and provide to the Declarant, or such other party as may be designated by the Declarant, forthwith upon request, any and all authorizations and/or easements, and/or approvals and/or licenses to provide for any encroachments as may be requested by the Declarant, to facilitate construction activities and completion for any neighbouring lands as required by the Declarant, including but not limited to, the use of a construction crane and ancillary devices over the Lands, the placement of hoarding, fencing or storage of materials, equipment and products in, on under or above the Lands, the placement of shoring, tiebacks, and/or underpinnings within or upon the subsurface of the Lands, the placement or attachment of lateral structural supports for the protection and benefit of existing foundations, load bearing walls and other below grade structural components all within the Lands. All of which shall be provided without fee or compensation to the Corporation. The Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict any of the foregoing rights, approvals, licenses granted to the Declarant, or such other party as may be designated by the Declarant.
- (k) Not to object or oppose any rezoning, minor variance, severance application, approval, development or redevelopment of any lands owned or controlled by the Declarant or its associated companies within the general vicinity of the Condominium.
- (l) To execute and deliver all documentation necessary to release (or partially release) any easement benefiting the Property if any such easement (or part thereof) referred to in Schedule "A" of this Declaration is determined by the Declarant in its sole and absolute discretion to be unnecessary for the proper functioning or operation of the Condominium, all without cost to the Declarant.
- (m) To assume, enter into and comply with the terms and provisions of all equipment leases relating to equipment serving the Condominium entered into by the Declarant for and on behalf of the Condominium, all without cost to the Declarant.
- (n) To assume, enter into and comply with the terms of any agreement with a telecommunication service provider entered into by the Declarant for and on behalf of the Condominium.
- (o) To assume, enter into and comply with the terms and provision of the management agreement, sub-metering agreement, utility agreement and any other agreement entered into by the Declarant for and on behalf of the Condominium, all without cost to the Declarant.
- (p) To enter into, accept, perform and be bound by any of the covenants, agreements and obligations which it may or is required to assume under this Declaration and to take any and all steps which may be requested of it by the Declarant to fully implement in a timely manner the purposes, intent and provisions of this Declaration and any modifications and amendments thereto, all as may be provided for under this Declaration, all without cost to the Declarant.
- (q) To assume, enter into and comply with the terms of any agreements with a telecommunication service provider entered into by the Declarant for and on behalf of the condominium.

- (r) To enter into, abide by and comply with the terms and provisions of the warranty agreement with the Declarant (the “**Warranty Agreement**”) which shall provide that:
- (i) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act, the Ontario New Home Warranties Plan Act, as amended and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program;
  - (ii) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium (including the Common Elements) and the Building shall be through the process established for and administered by Tarion Warranty Corporation;
  - (iii) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
  - (iv) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of action, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement;
  - (v) The Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any matter or thing relating to the Property, the Condominium (including the Common Elements) or the Building against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity. Such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes of action against any person or legal entity other than the entity named as the Declarant; and
  - (vi) the Warranty Agreement shall not be terminated or terminable by the Corporation following the Turnover Meeting.
- (s) To grant to any supplier or lessee (the “Equipment Supplier”) of the hot water system contained within each of the Residential Units (the “Hot Water System”) and the officers, directors, partners, employees, agents and sub-contractors of the Equipment Supplier, for such period of time as may be designated by the Declarant, or the Equipment Supplier the right of reasonable and unimpeded access at all reasonable times to the buildings upon the Property and to those portions of the buildings, including the Units, as may be necessary to enable the Equipment Supplier and their respective officers, directors, trustees, employees, agents and sub-contractors to inspect, repair, relocate, maintain, test, connect or replace disconnect or remove the Hot Water System or any part thereof, or to carry out or enforce terms of any agreement entered into with the Declarant and/or any agreement entered into with an Owner and to provide the Equipment Supplier with such keys or access cards as are required by the Equipment Supplier to exercise its rights of access under any agreement entered into with the Declarant or any Owner, provided the Equipment Supplier shall comply with all reasonable security requirements imposed by the Condominium to the extent the Equipment Supplier is made aware of same.

**ARTICLE IX.  
GENERAL MATTERS AND ADMINISTRATION**

9.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any

condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.

In addition, the Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.

- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (d) The Corporation shall retain a master key to all locks controlling entry into each Unit. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Unit (nor on any doors within said Unit), nor with respect to any door(s) leading to any part of the exclusive use Common Element areas appurtenant to such Owner's Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

## 9.2 Invalidity

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

## 9.3 Waiver

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

## 9.4 Interpretation of Declaration

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

## 9.5 Headings

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

## 9.6 Notice

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

- (a) to an Owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address as been given to the Corporation, then to such Owner at his Unit address;
- (b) to a Mortgagee who has notified the Corporation of its interest in any Unit, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;
- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out; and
- (d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.

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

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

DATED at Caledon, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

**FERNBROOK HOMES  
(MCLAUGHLIN ONE) LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:  
I/We have authority to bind the Corporation

**SCHEDULE "A"**

In the Town of Caledon, in the Province of Ontario, being comprised of all of Block 158 on Registered Plan 43M-2112, registered in the Land Registry Office for the Regional Municipality of Peel (No.43).

SUBJECT TO an easement in Gross in favour of Hydro One Networks Inc. as set out in Instrument Number PR3789425, designated as Part 1 on Plan 43R-39658.

Being all of P.I.N. 14252-1403(LT)

**In our opinion, based on the parcel register and the plans and documents recorded therein, the legal description set out above is correct, the easement will exist in law upon the registration of the Declaration and Description and the Declarant is the registered owner of the lands and appurtenant interests thereto.**

**GOLDMAN, SPRING, KICHLER & SANDERS LLP**  
**Barristers and Solicitors**  
Duly authorized representatives of  
Fernbrook Homes (McLaughlin One) Ltd.

\_\_\_\_\_  
Dated

Per: \_\_\_\_\_  
Sheldon Spring

**SCHEDULE "B"**

**CONSENT**

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

## SCHEDULE 'C'

### **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 72, 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.
3. 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

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	1	1	1.388889	1.388889
2	1	2	1.388889	1.388889
3	1	3	1.388889	1.388889
4	1	4	1.388889	1.388889
5	1	5	1.388889	1.388889
6	1	6	1.388889	1.388889
7	1	7	1.388889	1.388889
8	1	8	1.388889	1.388889
9	1	9	1.388889	1.388889
10	1	10	1.388889	1.388889
11	1	11	1.388889	1.388889
12	1	12	1.388889	1.388889
13	1	13	1.388889	1.388889
14	1	14	1.388889	1.388889
15	1	15	1.388889	1.388889
16	1	16	1.388889	1.388889
17	1	17	1.388889	1.388889
18	1	18	1.388889	1.388889
19	1	19	1.388889	1.388889
20	1	20	1.388889	1.388889
21	1	21	1.388889	1.388889
22	1	22	1.388889	1.388889
23	1	23	1.388889	1.388889
24	1	24	1.388889	1.388889
25	1	25	1.388889	1.388889
26	1	26	1.388889	1.388889
27	1	27	1.388889	1.388889
28	1	28	1.388889	1.388889
29	1	29	1.388889	1.388889
30	1	30	1.388889	1.388889
31	1	31	1.388889	1.388889
32	1	32	1.388889	1.388889
33	1	33	1.388889	1.388889
34	1	34	1.388889	1.388889
35	1	35	1.388889	1.388889
36	1	36	1.388889	1.388889
37	1	37	1.388889	1.388889
38	1	38	1.388889	1.388889
39	1	39	1.388889	1.388889
40	1	40	1.388889	1.388889
41	1	41	1.388889	1.388889
42	1	42	1.388889	1.388889
43	1	43	1.388889	1.388889
44	1	44	1.388889	1.388889
45	1	45	1.388889	1.388889
46	1	46	1.388889	1.388889
47	1	47	1.388889	1.388889
48	1	48	1.388889	1.388889
49	1	49	1.388889	1.388889
50	1	50	1.388889	1.388889
51	1	51	1.388889	1.388889
52	1	52	1.388889	1.388889
53	1	53	1.388889	1.388889
54	1	54	1.388889	1.388889
55	1	55	1.388889	1.388889
56	1	56	1.388889	1.388889
57	1	57	1.388889	1.388889
58	1	58	1.388889	1.388889
59	1	59	1.388889	1.388889
60	1	60	1.388889	1.388889
61	1	61	1.388889	1.388889
62	1	62	1.388889	1.388889
63	1	63	1.388889	1.388889
64	1	64	1.388889	1.388889
65	1	65	1.388889	1.388889
66	1	66	1.388889	1.388889
67	1	67	1.388889	1.388889
68	1	68	1.388889	1.388889
69	1	69	1.388889	1.388889
70	1	70	1.388889	1.388889
71	1	71	1.388889	1.388889
72	1	72	1.388889	1.388889

	<b>TOTALS</b>	<b>100.000000</b>	<b>100.000000</b>
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## **SCHEDULE "E"**

### **SPECIFICATION OF COMMON EXPENSES**

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

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

## SCHEDULE "F"

### EXCLUSIVE USE OF PARTS OF 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, 55, 58, 61, 64, 67, and 70 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.

<u>UNITS</u>	<u>LEVEL</u>	<u>Shared Front Access</u>
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
59, 60	1	SA20
62, 63	1	SA21
65, 66	1	SA22
68, 69	1	SA23
71, 72	1	SA24

3. The owner of Units 1 to 72, 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.

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

*Condominium Act, 1998*

I certify that:

*[Strike out whichever is not applicable:]*

Each building on the property

OR

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

*Each building on the land included in the phase)]*

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

*(Check whichever boxes are applicable)*

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

OR

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

OR

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

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

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

OR

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

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

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

OR

There are no indoor and outdoor swimming pools.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

*(Strike out whichever is not applicable:*

Architect

Professional Engineer)