



**CONDOMINIUM
DISCLOSURE
PACKAGE**

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SIENNA WOODS CONDOMINIUM

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

Declarant’s name: LIV DEVELOPMENTS LTD.

Declarant’s municipal address: 1005 Skyview Drive, Suite 301
Burlington, Ontario
L7P 5B1

Brief legal description of the property: Part Blocks 2 & 3, Kerr Tract Brantford City, Part 1, Plan 2R8288; County of Brant (PIN 32074-1155 (LT))

Mailing address of property/proposed property: TBD

Municipal address of property/proposed property: 620 Colborne Street West, Brantford, Ontario

Condominium Corporation: not yet registered
(the proposed condominium will hereinafter be referred to as the “Corporation”)

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

Purchasers should review all documentation included with the disclosure statement.

In this Table of Contents:

- “unit” or “units” includes proposed unit or units;
- “common elements” includes proposed common elements;
- “common interest” includes a proposed common interest; and
- “property” includes proposed property.

This disclosure statement deals with significant matters, including the following:

Matter:		Where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement.
1. The Corporation is a freehold condominium corporation that is a standard condominium corporation which will be phased.		Refer to: Article A, s.1, Disclosure Statement Recitals, Declaration
2. The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article D, s.1, Disclosure Statement

Matter:		Where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement.
<p>3. The common elements and the units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act.</p> <p>NOTE: Enrolment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Plan Act</i>.</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Refer to: Article D, s.1, Disclosure Statement</p>
<p>4. A building on the property or a unit has been converted from a previous use.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to: Article D, s.2, Disclosure Statement</p>
<p>5. One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to: Article D, s.4, Disclosure Statement Section 4.1.1, Declaration</p>
<p>6. A provision exists with respect to pets on the property.</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Refer to: Section 3.4, Declaration Section 4.1.8, Declaration</p>
<p>7. There exist restrictions or standards with respect to the use of common elements or the occupancy or use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Refer to: Article 3, Declaration Article 4, Declaration Section 4, Rules Section 5, Rules</p>
<p>8. The Declarant intends to lease a portion of the units</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to: Article D, s.5, Disclosure Statement</p>
<p>9. The common interest appurtenant to one or more units differs in an amount of 10 per cent or more from that appurtenant to any other unit of the same type, size and design.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to: Budget Statement Schedule "D", Declaration Schedule 8.3,</p>
<p>10. The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 per cent or more from that required of the owner of any other unit of the same type, size and design.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to: Budget Statement Schedule "D", Declaration Schedule 8.3,</p>

Matter:		Where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement.
11. One or more units are exempt from a cost attributable to the rest of the units.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Budget Statement Schedule "D", Declaration Schedule 8.3,
12. There is an existing or proposed by-law establishing what constitutes a standard unit. NOTE: Under clause 43(5)(h) of the <i>Condominium Act, 1998</i> , the Declarant is required to deliver to the board a schedule setting out what constitutes a standard unit.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Schedule 8.2, Schedules
13. Part or the whole of the common elements are subject to a lease or licence.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Article D, s.3, Disclosure Statement
14. Parking for owners is allowed: (a) in or on a unit; (b) on the common elements; (c) on a part of the common elements of which an owner has exclusive use. There are restrictions on parking.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article B, s.3, Disclosure Statement Section 3.5, Declaration Section 4.1.2, 4.1.10, Declaration Section 8, Rules Schedule "C", Declaration
15. Visitors must pay for parking. There is visitor parking on the property. NOTE: Visitor parking is available in the following location: Within the common element areas designated for visitor's parking on the draft plan.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article B, s.3(b)(iii), Disclosure Statement Section 3.5, Declaration Section 8, Rules
16. The Declarant may provide major assets and property, even though it is not required to do so.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article D, s.9, Disclosure Statement
17. The Corporation is required: (a) to purchase units or assets; (b) to acquire services; (c) to enter into agreements or leases with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant. NOTE: The Corporation will enter into a Condominium Management Agreement with a property management company.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Article D, s.10, Disclosure Statement Article E, s.1, Disclosure Statement Article E, s.2, Disclosure Statement Proposed by-law no. 3
18. The Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant owns lands adjacent to the land described in the description.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Article B, s.4, Disclosure Statement

Matter:		Where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement.
19. To the knowledge of the Declarant, the Corporation intends to amalgamate with another corporation or the Declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Article D, s.6, Disclosure Statement
20. The Declarant intends to create one or more phase after the creation of the unit. NOTE: Under clause 147(1)(b) of the Condominium Act, 1998, the Declarant is not required to create a phase after the creation of the unit.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article B, s.2, Disclosure Statement
22. Under clause 51(h) of Ontario Regulation 48/01, no amendments to the declaration and description may be registered after more than 10 years after the registration of the declaration and description that created the Corporation.		Refer to: Article B, s.2, Disclosure Statement
23. The disclosure statement includes information about each phase that the Declarant intends to create.		Refer to: Article B, s.2, Disclosure Statement

The purchaser's rights under the *Condominium Act, 1998*, to rescind an agreement of purchase and sale are set out at Article F of the Disclosure Statement and in Schedule 8.1 attached hereto.

This disclosure statement is made this 30th day of October, 2021. Attached hereto are the following documents:

1. Disclosure Statement.
2. Budget Statement.
3. Proposed Declaration.
4. Proposed By-law No. 1
(with proposed Rules attached).
5. Proposed By-law No. 2.
6. Proposed By-law No. 3
(with draft Management Agreement attached).
7. Proposed By-law No. 4
8. Schedules:
 - 8.1 Copy of sections 73 and 74 of the *Condominium Act, 1998*.
 - 8.2 Standard Unit Schedule.
 - 8.3 Statement of Proportions of the Common Interests and Common Expenses which are proposed to be attributable to the units within this Condominium after the creation of each future phase (phases B to D).
 - 8.4 Site Plan.

DISCLOSURE STATEMENT

SIENNA WOODS CONDOMINIUM

DISCLOSURE STATEMENT

A. Introductory Statements

Section 1 – Nature of Condominium

The condominium is a freehold standard condominium corporation that is a phased condominium under the *Condominium Act* (Ontario), S.O. 1998, c. 19, as amended from time to time (hereinafter referred to as the “**Act**”). The condominium corporation created upon the registration of the declaration included with this statement (the “**Declaration**”) will hereinafter be referred to as the “**Corporation**”. The plan of condominium created upon the registration of the Declaration and Description will hereinafter be referred to as the “**Condominium**”.

Section 2 – The Declarant

The name and municipal address of the declarant (hereinafter referred to as the “**Declarant**”) is as follows:

LIV DEVELOPMENTS LTD.
1005 Skyview Drive, Suite 301
Burlington, Ontario
L7P 5B1

Section 3 - Mailing Address of the Property

Units within the Condominium (hereinafter collectively referred to as the “**units**” and separately as a “**unit**”) may be assigned individual municipal addresses, which will be provided if and when available.

B. General Description of the Condominium Project

Section 1 - The Legal Description of the Project

The property upon which the Condominium will be registered (hereinafter referred to as the “**property**”) is composed of Part Blocks 2 & 3, Kerr Tract Brantford City, Part 1, Plan 2R8288; County of Brant (PIN 32074-1155 (LT)).

Please refer to Schedule “A” of the Declaration for the complete legal description. Prior to registration of the Condominium, the Declarant will cause a reference plan to be deposited on title to the property setting out the boundaries of each of Phase A, Phase B, Phase C, and Phase D (as those terms are described in Section 2 below).

Section 2 – Phasing of the Condominium

The Declarant intends, but is not obligated, to create the Condominium in four (4) separate phases; the initial phase (hereinafter “**Phase A**”) will comprise 81 residential townhome units, 10 back-to-back residential townhome units, and 6 semi-detached residential units. The subsequent phase (hereinafter “**Phase B**”) will comprise 65

residential townhome units, 10 back-to-back residential townhome units, and 10 semi-detached residential units. The subsequent phase (hereinafter “**Phase C**”) will comprise 11 residential townhome units, 32 back-to-back residential townhome units, and 6 semi-detached residential units. The subsequent phase (hereinafter “**Phase D**”) will comprise 24 dual frontage residential townhome units. Attached as Schedule 8.4 to this Disclosure Statement is a site plan (the “**Site Plan**”) which includes Phase A, Phase B, Phase C and Phase D (shown as Phases I, II, III and IV, respective). Upon registration of the Declaration and Description the Condominium will include only those units and common elements to be included in Phase A. The Declarant intends that those additional units and common elements to be included in Phase B, Phase C, and Phase D shall be included in the Condominium at a later date by means of the registration of amendments to the Declaration and Description of the Condominium.

The Declarant currently anticipates that the registration of the Declaration and Description and the amendments to the Declaration and Description required for creating each of the following phases within this Condominium will take place in the following years:

Phase A	-	2024
Phase B	-	2024
Phase C	-	2025
Phase D	-	2025

The Declarant’s current intention is to create an integrated townhome and semi-detached home condominium development. The Declarant currently intends that the buildings and structures contained in Phase A, Phase B, Phase C, and Phase D, respectively, shall be in the approximate location shown on the Site Plan and that:

(a) Phase A will consist of:

- (i) eighty-one (81) residential townhouse units, ten (10) back-to-back residential townhouse units, and six (6) semi-detached residential units, as show on Site Plan;
- (ii) approximately forty-nine (49) visitor parking spaces, which will constitute a common element for use by visitors of the Condominium; and
- (iii) that portion of the main interior roadways of the Condominium shown within the limits of Phase A on the Site Plan, including all roads, curbs, and walkways, as well as all domestic and fire line water supply pipes and fire hydrants, storm and sanitary sewer facilities, and community mailboxes (collectively, the “**interior services**”), located within the limits of Phase A.

(b) Phase B will consist of:

- (i) sixty-five (65) residential townhouse units, ten (10) back-to-back residential townhouse units, and ten (10) semi-detached residential units as shown on Site Plan;
- (ii) approximately sixty-eight (68) visitor parking spaces, which will constitute a common element for use by visitors of the Condominium; and
- (iii) that portion of the interior services located within the limits of Phase B.

(c) Phase C will consist of:

- (i) eleven (11) residential townhouse units, thirty-two (32) back-to-back residential townhouse units, and six (6) semi-detached residential units, as shown on Site Plan;
 - (ii) that portion of the interior services located within the limits of Phase C.
- (d) Phase D will consist of:
- (i) twenty-four (24) dual frontage residential townhouse units, as shown on Site Plan;
 - (ii) approximately five (5) visitor parking spaces, which will constitute a common element for use by visitors of the Condominium; and
 - (iii) Parkland and that portion of the interior services located within the limits of Phase D.

This Disclosure Statement has been prepared in connection with the sale of all units within the Condominium, inclusive of Phase A, Phase B, Phase C, and Phase D. Purchasers are advised to read this Disclosure Statement carefully in order to ensure that particular information contained herein applies to the Phase within which the purchaser's unit is located. There are no representations, either express or implied, with respect to the quality or materials or appearance of buildings proposed to be constructed within Phases A, B, C, and D of this Condominium other than those specifically set out as representations in this Disclosure Statement.

Until the construction of Phase A, Phase B, Phase C, and Phase D, unit purchasers are notified that the Declarant, its contractors, suppliers and trades will be entitled to use those portions of the roadways within the common elements of the Condominium and that during construction a certain amount of dust, noise and heavy traffic will occur. The Declarant will take reasonable efforts to ensure that its contractors, suppliers and trades will carry out their work on behalf of the Declarant in such a manner as to reasonably reduce and minimize the degree of interference and discomfort of the residents of this Condominium with their use and enjoyment of the property, provided that nothing shall derogate from the right of the Declarant to complete construction of all phases of this Condominium.

The date of commencement and anticipated completion of construction for each of Phase A, Phase B, Phase C and Phase D will be at the discretion of the Declarant and subject to market conditions. The Declarant is not required to create Phase B, Phase C and Phase D and there is no warranty, either express or implied, to purchasers of units within the Phase A that Phase B, Phase C and Phase D will ever be created. The Declarant further reserves the right to create additional units and/or common elements in the Condominium at times and in numbers or proportions other than those described in the Disclosure Statement. Pursuant to the requirements of the Act, no amendments to the Declaration creating a further phase of the Condominium may be registered more than ten (10) years after the registration of the Declaration. Any amendment to the proposed condominium documentation necessary to create additional units and/or common elements in future phases of the Condominium, as described herein, shall not be considered nor construed to be a material amendment to this Disclosure Statement. Purchasers are advised that, pursuant to subsection 147(2) of the Act, a material change within the meaning of section 74 of the Act will not result by reason of change in the approximate number of units included in a phase, a change in the proportions of common interests or common expenses attributable to the units resulting therefrom, or a change in the legal description of land included in a phase.

Section 3 – Proposed Types and Number of Buildings and Units

- (a) Following registration of Phase A, Phase B, Phase C, and Phase D the Condominium will consist of forty-seven (47) buildings (collectively, the “**buildings**” and individually a “**building**”). Each building will contain two (2) residential semi-detached units or three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10) or twelve (12) residential townhouse units (including dual frontage and back to back townhouse units), as shown on the Site Plan.
- (b) The purchaser is advised that:
- (i) Units within the Condominium are of several possible model types dependent on purchaser selections. Units will be of varying square footages and may not be exactly as represented in marketing materials. Some units may contain gas fireplaces which may be options available to purchasers.
 - (ii) The Declarant shall have the right to change the style, configuration, setbacks, elevation and/or unit mix of the units at its sole discretion; provided, however, that the purchaser's unit shall not be materially altered and provided further that the purchaser's proportionate share of common interests and contribution to the common expenses as set out in the Declaration shall not be increased. In the event of such alteration or changes, the proposed condominium documentation shall be amended accordingly, which amendments shall not be considered material.
 - (iii) There will be approximately one hundred twenty two (122) visitor parking spaces available within the Condominium. Where spaces are not available, visitors to the Condominium may park on adjoining streets where permitted by municipal by-law.
- (c) Each of the units will consist of the entire townhouse or semi-detached structure located thereon, the front yard, driveway, rear yard and all or part of the side yard of some of the end units, the specific boundaries of which will be shown on the draft plan of condominium and are described in Schedule “C” attached to the proposed Declaration.
- The common elements of the Condominium will include all of the interior roads, walkways, open space, landscaping, street lights and all other property and improvements which are not part of the units as described in said Schedule “C”. The Declarant reserves the right to modify such units and/or common elements in this Condominium in order to satisfy requirements for its final approval by the municipality and/or registration with the Land Registry Office.
- (d) Each of the units will be separately metered and billed for water, gas and hydro-electric service. Each unit will have provision for cable television and telephone service. These services are to be paid for directly by the unit owner. Minor easements over and upon the unit and the common elements may be required in favour of the utility suppliers and municipality, as well as easements and agreements for telephone and cable television service to each unit. Accordingly, title to each of the units and/or the common elements will be subject to any such easements.
- (e) Subject to the provisions of the Declaration, By-laws, and rules, each unit owner is responsible for the maintenance and repair of his unit. The Corporation is obliged to maintain and repair the common elements.

- (f) The hot water heater located in each unit may be a rental and if so, it will be the responsibility of the owner to arrange for and pay the rental charges for the hot water heater.
- (g) The Declarant has been advised that there may not be municipal garbage pick-up available for the units in the Condominium. Waste disposal containers will be located in a designated spot on the common elements, and will be maintained by a private waste management company. There is no provision for the storage of garbage within the common elements, other than in the designated waste disposal containers. Garbage must be stored within the boundaries of the unit in accordance with the rules of the Condominium.
- (h) Door to door postal delivery is not available for the Condominium and Canada Post has indicated that it will install community mail boxes. The exact location will be confirmed.
- (i) The Site Plan included herewith is intended to give purchasers an overview of the Condominium. This plan is provided to indicate approximate location only and may not be relied upon for actual location of buildings and other structures, or walkways, all of which may be altered and/or revised to comply with final site plan and other approvals from the City of Brantford and other appropriate governmental authorities.

Section 4 – Adjoining Lands Owned by Declarant

The Declarant does not own the lands adjoining the Condominium.

C. Proposed Amenities

Section 1 - Conditions Applying to the Provision of Amenities and Schedule of Completion

Other than those amenities described in Section B(2) above, there are no further amenities (such as meeting rooms or laundry facilities) that the Declarant proposes to provide to a purchaser during a period of interim occupancy of a proposed unit under section 80 of the Act.

Purchasers are advised that some or all of the amenities described in Section B(2) above may not be completed either at the time of interim occupancy of their units or the registration of the Condominium. Access to such amenities will be provided to owners and occupants of units during their period of interim occupancy of a proposed unit under section 80 of the Act only to the extent that the construction thereof has been completed by the Declarant sufficient to permit the use and occupancy thereof.

It is proposed that any landscaping of the common elements included within the Condominium commence on the date on which all of the units are substantially completed and that the landscaping be completed approximately ninety (90) days thereafter, weather permitting. In the event that the units are not substantially completed prior to October 15, then landscaping of the common elements may be delayed until the following spring.

The use of the common elements will be subject at all times to the provisions of the Act, the Declaration, the By-laws and the Rules of the Condominium Corporation.

D. Specific Statements Regarding The Proposed Condominium

1. The units and the common elements within the Condominium are subject to the *Ontario New Home Warranty Plan Act* (Ontario), R.S.O. 1990, c. O-31, as amended. The Declarant has enrolled the proposed units and common elements with Tarion Warranty Corporation within the meaning of that Act and in accordance with the regulations made under that Act.
2. The prior use of the property was as vacant land. No building or unit within the Condominium has been converted from a previous use.
3. No part of the common elements are subject to a lease or licence.
4. No unit may be used for commercial or other purposes not ancillary to residential purposes. No part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.
5. The Declarant reserves the right to market units in blocks to investors but has no present intention of doing so. No restriction has been placed on the number of units that may be purchased by an individual or corporation. The Declarant cannot and will not restrict the right of purchasers to lease units in the project following registration of the Condominium, although the Declarant may impose conditions on leasing, or may prohibit leasing of units during the period such units are ready for occupancy but prior to title being transferred to purchasers. The Declarant further reserves the right to lease unsold units to tenants but has no present intention of doing so.
6. To the knowledge of the Declarant, the Corporation does not intend to amalgamate with another corporation. The Declarant does not intend to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the Declaration for the Corporation.
7. Any fees or charges that the Corporation is required to pay to the Declarant or another person have been set out in the Budget Statement included with this Disclosure Statement.
8. Under subsection 82(8) of the Act the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest that it is required to pay to the purchaser of a unit under section 82 of the Act.
9. There are no major assets or property that the Declarant has indicated that it may provide that it is not required to so provide, other than the "Declarant Subsidy" shown in the Budget applicable to Phase A. Please review the Budget and the Budget Notes appended to this Disclosure Statement for further details.
10. There are further no services that this Corporation is required to acquire or agreements or leases that it is required to enter into with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant save and except for the Management Agreement hereinafter described.

E. Significant Features of Agreements

The following represents a brief narrative description of the significant features of all

agreements or proposed agreements mentioned in sections 111, 112, 113 and 114 of the Act and of all agreements or proposed agreements between the Corporation and another corporation in accordance with subclause 72(3)(n) of the Act, but any statements made below are qualified in all respects by the contents of such agreements. **The following description is not meant to be exhaustive nor comprehensive and does not contain a full summary of all of the provisions of the various agreements. Reference must be made to the actual agreements for a complete understanding of the provisions contained therein.**

Section 1 – Management Agreement

The Corporation will enter into a management agreement with a property management company (hereinafter referred to as the “**Property Manager**”) pursuant to which the Property Manager is the exclusive representative and managing agent of the Corporation, subject to the overall control of the Corporation, for a period of one (1) year from the date of registration of the Declaration. The duties of the Property Manager are fully set out in the management agreement and do not include the duties of the directors and officers of the Corporation as set forth in the By-laws unless specifically stated otherwise in the management agreement. The Property Manager is entitled to act in the name of the Corporation in order to carry out the Corporation's duties under the Declaration, the Act and the By-laws. The Property Manager will collect and expend the common expenses and supply quarterly statements and annual budgets.

The duties of the Property Manager include, among other things, the enforcement of the terms of the Declaration, By-laws and Rules, the collection of common expenses, the repair and maintenance of common elements, and the keeping of accounts of all financial transactions involved in managing the property. The Property Manager may engage a parent or subsidiary corporation, or person associated, affiliated or otherwise connected with the Property Manager to perform any work or services for the Corporation. Upon registration of the Declaration and thereafter prior to the beginning of each fiscal year during the term of the management agreement, the Property Manager shall provide the board of directors with an estimated budget for the following year.

The Property Manager is entitled to a payment for its managerial services payable monthly in advance during the term of the contract. This management contract may be terminated by the Corporation by by-law on giving sixty (60) days' notice to the Property Manager. The contract may in turn be terminated by the Property Manager on sixty (60) days' notice. A draft Management Agreement is appended to by-law No. 3 attached to this Disclosure Statement to illustrate the typical terms of such agreements.

Section 2 - Miscellaneous Agreements

The board of directors may enter into contracts as required for the provision of services to the Condominium including, but not limited to, cable television, hydro, water, gas, landscaping, snow removal, pest control, garbage pick-up and disposal, provision of supplies, cleaning services, insurance, accounting services, and other matters as may be required for the orderly operation of the business of the Corporation.

F. Notice

This Disclosure Statement contains the general description of the Condominium and brief narrative descriptions of significant features as required by Section 72 of the Condominium Act, 1998. As the type and amount of disclosure required by the Act is objective, some purchasers may have special circumstances such that certain provisions contained in the documents have significant importance to

them on an individual basis, but have not been summarized as not being significant to the average purchaser. Purchasers are therefore advised to read all of the documents enclosed with this Disclosure Statement in their entirety and to review same with their legal and financial advisors. Purchasers are advised that sections 73 and 74 of the Act provide for a statutory right to rescind this Agreement within ten (10) days of the later of: (i) the date that a purchaser receives this Disclosure Statement; (ii) the date a purchaser receives the applicable condominium guide under section 71.1; and (iii) the date a purchaser receives a copy of an agreement of purchase and sale for a unit within the Condominium executed by the Declarant and such purchaser. Accordingly, it is again strongly recommended that all of the accompanying documents be carefully reviewed by all prospective owners. A copy of the full text of said sections 73 and 74 has been included with this Disclosure Statement as Schedule 8.1.

BUDGET

BUDGET
620 Colborne Street West
Phase A Sienna Woods East & West

Period From
One year from the date of the Declaration's registration

REVENUE

The unit fee is based on the percentage allotment listed in the Declaration for each unit calculated from this total.	\$139,682.00
Note 2 Declarant subsidy for Phase 1	\$11,640.00
Total Revenue	\$151,322.00

EXPENSES

Administration	1,030.00
Auditor	2,500.00
Bank Charges	485.00
Fire Hydrant Service	250.00
Note 1 Garbage/Recycling Collection	25,610.00
Government Fees	1,164.00
Government Forms	1,000.00
Insurance	24,140.00
Hydro	5,000.00
Landscaper	24,150.00
Legal	500.00
Maintenance & Repairs	2,000.00
Performance Audit	8,000.00
Property Management	26,293.00
Sanitary Pit Maintenance	10,000.00
Sanitary Pit Monitoring	1,600.00
Water & Sewer (basic exchange)	2,000.00
OPERATING EXPENSES	135,722.00
Reserve Contribution	15,600.00
TOTAL EXPENSES	151,322.00

If all units had the same % contribution, then monthly common expenses fee would be approximately:

\$120.00

Budget to increase 2% /year if registered after December 2022

Note 1 Private pick up

Note 2 Declarant subsidy to cover cost difference in the common element fees between phases 1 & 2. The Subsidy is limited to one year. Please see general notes to budget for further details.

BUDGET

620 Colborne Street West
Phases A & B Sienna Woods East & West

Period From

One year from the date of the registration of the Amendments to Declaration creating Phase B

REVENUE

The unit fee is based on the percentage allotment listed in the Declaration for each unit calculated from this total. \$262,077.00

EXPENSES

Administration	2,000.00
Auditor	4,000.00
Bank Charges	910.00
Fire Hydrant Service	700.00
Note 1 Garbage/Recycling Collection	43,675.00
Government Fees	2,184.00
Government Forms	1,800.00
Insurance	41,000.00
Hydro	10,000.00
Landscaper	43,780.00
Legal	1,000.00
Maintenance & Repairs	9,950.00
Performance Audit	8,000.00
Property Management	49,333.00
Sanitary Pit Maintenance	10,000.00
Sanitary Pit Monitoring	1,600.00
Water & Sewer (basic exchange)	<u>6,000.00</u>
OPERATING EXPENSES	235,932.00
Reserve Contribution	<u>26,145.00</u>
TOTAL EXPENSES	262,077.00

If all units had the same % contribution, then monthly common expenses fee would be approximately:

\$120.00

Budget to increase 2% / year if registered after December 2022

Note 1 private pick up

BUDGET
620 Colborne Street West
Phases A, B & C Sienna Woods East & West

Period From

One year from the date of the registration of the Amendments to
Declaration creating Phase C

REVENUE

The unit fee is based on the percentage allotment listed
in the Declaration for each unit calculated from this total. \$332,653.00

EXPENSES

Administration		2,500.00
Auditor		4,500.00
Bank Charges		1,155.00
Fire Hydrant Service		850.00
Note 1 Garbage/Recycling Collection		60,000.00
Government Fees		2,772.00
Government Forms		2,400.00
Insurance		50,000.00
Hydro		12,500.00
Landscaper		56,400.00
Legal		1,000.00
Maintenance & Repairs		12,500.00
Performance Audit		8,000.00
Property Management		62,616.00
Sanitary Pit Maintenance		10,000.00
Sanitary Pit Monitoring		1,600.00
Water & Sewer (basic exchange)		<u>8,340.00</u>
OPERATING EXPENSES		297,133.00
Reserve Contribution		<u>35,520.00</u>
TOTAL EXPENSES		332,653.00

If all units had the same % contribution, then monthly common
expenses fee would be approximately:

\$120.00

Budget to increase 2% / year if registered after December 2023

Note 1 Private pick up

BUDGET

620 Colborne Street West

Phases A, B, C & D

Sienna Woods East & West

Period From

One year from the date of the registration of the Amendments to Declaration creating Phase D

REVENUE

The unit fee is based on the percentage allotment listed in the Declaration for each unit calculated from this total. \$367,175.00

EXPENSES

Administration	3,000.00
Auditor	4,500.00
Bank Charges	1,275.00
Fire Hydrant Service	850.00
Note 1 Garbage/Recycling Collection	67,000.00
Government Fees	3,100.00
Government Forms	2,750.00
Insurance	56,000.00
Hydro	14,000.00
Landscaper	60,000.00
Legal	1,000.00
Maintenance & Repairs	14,000.00
Performance Audit	8,000.00
Property Management	70,000.00
Sanitary Pit Maintenance	10,000.00
Sanitary Pit Monitoring	1,600.00
Water & Sewer (basic exchange)	<u>9,100.00</u>
OPERATING EXPENSES	326,175.00
Reserve Contribution	<u>41,000.00</u>
TOTAL EXPENSES	367,175.00

If all units had the same % contribution, then monthly common expenses fee would be approximately:

\$120.00

Budget to increase 2% / year if registered after December 2023

Note 1 Private pick up

GENERAL NOTES TO THE BUDGET

Judgements

At the time of preparation of this budget statement there are no pending lawsuits material to the property comprising the proposed Condominium of which the Declarant has actual knowledge and that may affect the said property after the registration of a deed to the unit from the Declarant to the purchaser.

Phased Condominium

As described in the Disclosure Statement and reflected in this Budget Statement, the declarant intends to develop the Condominium as a phased condominium in accordance with the provisions of the *Condominium Act, 1998*. This budget statement includes anticipated expenses to be incurred in respect of the units to be created within all of the phases of the Condominium. Purchasers are advised that, pursuant to subsection 147(2) of the Act, a material change within the meaning of section 74 of the Act will not result by reason of a change in the approximate number of units included in a phase, a change in the proportions of common interests or common expenses attributable to the units resulting therefrom, or a change in the legal description of land included in a phase.

Level of Service

Unless otherwise stated herein, the costs herein reflect a high-level program of repair and preventative maintenance.

Fees for Common Elements

There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property.

Services by Declarant

There are no services not included in the budget that the Declarant provides, or expenses that the Declarant pays, and that might reasonably be expected to become, at any subsequent time, a common expense, other than the Declarant Subsidy shown in the budget for Phase A. For greater certainty, the Declarant will provide the subsidy for the one year following registration of Phase A to ensure all unit owners' monthly fees are limited to approximately \$120 per month (subject to inflation increases). Once Phase B is registered, the subsidy will no longer be provided and is not included in the budgets relating to Phases B to D (inclusive). If the Amendments to the Declaration and Description to create Phase B are not registered within one (1) year of the registration of Phase A, the Declarant will no longer provide the Declarant Subsidy and this will be a payment required by unit owners in Phase A.

Harmonized Sales Tax (HST)

Where applicable, HST is included in all expense categories.

Budget notes

Administration

Bank Charges: Fees collected for banking services.
Government Fees: Fees determined by and for the CAO (Condominium Authority Ontario).
Government Forms: Forms required by the Government (PIC, ICU, NOIC)
Office: Paper, printing, postage; administrative costs.

Contract Services

Fire Inspection: Regular inspection of hydrants
Garbage Removal: it is currently anticipated that municipal garbage collection will not be available. If this changes and owners will need to pay for private garbage collection as shown in the budget.
Landscaping: Summer/Winter contracted services

Insurance

Premium: Coverage for Liability and Property Damage of common elements and units.

Professional Services

Auditor: As appointed by owners to audit fiscal year.
Engineering: Performance Audit per registered phase
Legal: Consultation with or using services of solicitor.
Management &
Accounting Services: Property management and monthly financial records, fee collection.

Repairs & Maintenance

General repair: Maintaining and repairing common elements as needed.

Utilities

Hydro: Servicing the common elements.

Water & Sewer: Basic service charge water/waste water to/from site

Reserve Contribution

Reserve: Reserve contribution to be determined by future Reserve Fund Study completed by engineer. These funds are for future major repairs or replacements.

DECLARATION

SIENNA WOODS CONDOMINIUM

DECLARATION

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

LIV DEVELOPMENTS LTD.

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

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Brantford, 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, which lands are hereinafter referred to as the "**Property**";

AND WHEREAS the Declarant has constructed buildings upon the Property containing ninety-seven (97) residential units;

AND WHEREAS the Declarant intends that the Property, together with the buildings constructed thereon, shall be governed by the Act;

AND WHEREAS the registration of the Declaration and Description will create a freehold standard condominium corporation that is a phased condominium corporation (hereinafter called the "**Condominium**");

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1 **ARTICLE - INTRODUCTORY**

1.1 **Definitions:** All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time, unless this Declaration specifies otherwise, or unless the context otherwise requires, and in particular:

1.1.1 **"Board"** means the Corporation's Board of Directors;

1.1.2 **"By-Laws"** means the by-laws of the Corporation enacted from time to time;

1.1.3 **"Common Elements"** means all the Property except the Units;

1.1.4 **"Corporation"** means the Condominium Corporation created by the registration of this Declaration;

1.1.5 **"Owner"** means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;

1.1.6 **"Property Manager"** shall mean the manager appointed by the Board from time to time to manage the Property and the assets of the Corporation;

1.1.7 **"Rules"** means the Rules passed by the Board;

1.1.8 **"Unit"** means the residential units and shall comprise a part of the Property designated as a unit by the Description and includes the space enclosed by its boundaries, as described in Schedule "C" attached hereto, and all of the land, structures and fixtures within such space in accordance with the Declaration and Description and "Units" means such units collectively.

1.2 **Statement of Intention:** The Declarant intends that the Property, as described in Schedule "A" annexed hereto and in the Description, together with all interests appurtenant to the Property, be governed by the Act.

1.3 **Consent of Mortgagees:** The consent of every person having a registered charge or mortgage against the Property or interests appurtenant to the Property is contained in Schedule "B" attached hereto.

1.4 **Boundaries of Units and Monuments:** The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto.

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

1.6 Servient Tenement: For the purposes of Section 151 of the Act, the servient tenement in respect of the Property shall be those lands described for that purpose in Schedule "A" attached hereto. For the purposes of subsection 151(1)3. of the Act, the services and facilities that the corporation is entitled to use over the servient tenement are as follows:

- (a) all roads and walkways located on those lands; and
- (b) domestic and fire line water supply pipes and fire hydrants, storm and sanitary sewer facilities located on, along or under those lands.

1.7 Address for Service and Mailing Address of the Corporation: The address for service and mailing address of the Corporation is:

1005 Skyview Drive, Suite 301,
Burlington, Ontario
L7P 5B1

or such other address as the Corporation may by resolution of the Board determine.

2 **ARTICLE II - COMMON EXPENSES**

2.1 Specification of Common Expenses: Common Expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in the Act and in Schedule "E" attached hereto.

2.2 Payment of Common Expenses: Each Owner, including the Declarant, shall pay to the Corporation his 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 of any By-laws or Rules in force from time to time by any Owner, or by his family, guests, tenants, agents, invitees or other occupants of the Owner's Unit, 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.

2.3 Reserve Fund:

2.3.1 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 maintenance and major repair and replacement of the Common Elements and the assets of the Corporation,

calculated on the basis of the expected repair and replacement costs and the life expectancy of the Common Elements and the assets of the Corporation.

2.3.2 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, or to any mortgagee of any Unit.

2.4 Certificate of Common Expenses: The Corporation shall, upon request, provide the requesting party with a Status Certificate and accompanying documentation and information in accordance with 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 a sale 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.

3 **ARTICLE III - COMMON ELEMENTS**

3.1 Use of Common Elements:

3.1.1 Subject to the provisions of the Act, the Declaration, the By-laws and the Rules, each Owner has the full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided. However, no condition or activity shall be permitted to exist on the Common Elements that is likely to damage the Property or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their Units.

3.1.2 No one shall harm, mutilate, destroy, alter or litter on the landscaping of the Common Elements.

3.1.3 No structure shall be erected upon and no chattel of any description shall be placed, located, kept or maintained on the Common Elements without the prior written approval of the Corporation, except the parking of vehicles as permitted by the Declaration, the By-laws and the Rules. For clarity, Owners are not permitted to extend privacy fencing beyond the boundaries of their Unit as set out in the Description and shall not erect any structure, fixture, screen, hedge, tree, shrub or other landscaping feature of any kind whatsoever, in or upon the Common Elements located immediately behind or beside their respective Units. Without limiting the generality of the foregoing, Owners shall not erect any fencing within a Unit which unduly restricts the ability of the Corporation to access the Common Elements for the purposes of undertaking repair and maintenance or the reading of utility meters.

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

3.1.5 For the safety, security and welfare of the Owners and the Property and to prevent the unreasonable interference with the use and enjoyment of the Common Elements, no form of cultivation of cannabis plants and no smoking of cannabis or tobacco products or electronic cigarettes shall be permitted in or upon any part of the Common Elements.

3.1.6 Notwithstanding anything hereinbefore or hereafter provided to the contrary, and notwithstanding any By-laws or Rules of the Corporation to the contrary, the Declarant shall be entitled to erect and maintain a sales office, signs, displays, model suites, sales areas, parking areas and other improvements for marketing and/or sales purposes upon the Common Elements and within or outside any Units which have not been sold and conveyed, pursuant to the Declarant's ongoing marketing program for the Condominium, at such locations and having such dimensions as the Declarant may determine in its sole discretion until such time as all the Units are sold and conveyed. The Declarant shall also have the right to complete all improvements to the Property and to maintain construction offices, displays and signs on the Common Elements until all construction, landscaping and other improvements for the Condominium have been completed.

3.1.7 The Declarant, its sales staff and their invitees, shall be entitled to use the Common Elements for access to and egress from any sales offices, construction offices and model suites until all Units have been sold and conveyed by the Declarant.

- 3.2 Restrictive Access: Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements, if any, used from time to time as utilities areas, building maintenance storage areas, operating machinery, or any other parts of the Common Elements used for the care, maintenance, or operation of the Property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the Units, who shall have the right of access for inspection upon forty-eight (48) hours notice to the Property Manager.
- 3.3 Additions, Alterations and Improvements:
- 3.3.1 No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever shall be performed, done, erected or planted within or in relation to the Common Elements except by the Corporation or with its prior written consent or as otherwise permitted by this Declaration, the By-Laws or the Rules. Without limiting the generality of the foregoing, no Owner of a Unit nor his tenant nor members of the household of an Owner or such tenant shall make or undertake any alterations, work, repairs, decoration, painting or maintenance of any noise barrier or acoustical fence located within his Unit, nor construct, place or erect any structure, fixture, screen, fence, hedge, tree, shrub or other landscaping feature of any kind whatsoever that limits the Corporation's ability to access, repair and maintain such noise barrier or acoustical fence.
- 3.3.2 The Corporation may, by resolution of the Board, make any addition, alteration or improvement to, or renovation of, the Common Elements or any change in the assets of the Corporation without notice to the Owners where:
- 3.3.2.1 it is necessary to do so in order to comply with any reciprocal agreement entered into by the Corporation pursuant to Section 113 of the Act or the requirements imposed by any statutory or regulatory authority; or
- 3.3.2.2 in the opinion of the Board it is necessary to do so to ensure the safety or security of persons using the property or assets of the Corporation or to prevent imminent damage to the property or assets; or
- 3.3.2.3 the estimated cost of doing so, in any given month or other period prescribed by regulation under the Act, is no more than the greater of \$1,000.00 and one percent (1%) of the annual budgeted common expenses for the current fiscal year.
- 3.3.3 An addition, alteration or improvement to, or renovation of, the Common Elements or a change to the assets of the Corporation shall be considered substantial if:
- 3.3.3.1 its estimated cost, based on its total cost, regardless of whether part of the cost is incurred before or after the current fiscal year, exceeds the lesser of:
- 3.3.3.2 ten percent (10%) of the annual budgeted common expenses for the current fiscal year, and
- 3.3.3.3 the amount prescribed pursuant to the Act; or
- 3.3.3.4 the Board elects to treat it as substantial.
- 3.3.4 The Corporation may make any non-substantial addition, alteration or improvement to, or renovation of, the Common Elements, or may make any other non-substantial change to the assets of the Corporation if:
- 3.3.4.1 the Corporation has sent out a notice to the Owners that,
- 3.3.4.1.1 describes the proposed addition, alteration, improvement or change,
- 3.3.4.1.2 contains a statement of the estimated cost of the proposed addition, alteration, improvement or change indicating the manner in which the Corporation proposes to pay the cost,
- 3.3.4.1.3 specifies that the Owners have the right, in accordance with Section 46 of the Act and within thirty (30) days of receiving the notice, to requisition a meeting of Owners, and
- 3.3.4.1.4 contains a copy of Section 46 and Section 97 of the Act; and

- 3.3.4.2 one of the following conditions has been met:
- 3.3.4.2.1 the Owners have not requisitioned a meeting in accordance with Section 46 of the Act within thirty (30) days of receiving a notice under Section 3.4.4.1 hereof, or
- 3.3.4.2.2 the Owners have requisitioned a meeting in accordance with Section 46 of the Act within thirty (30) days of receiving a notice under Section 3.4.4.1 hereof but have not voted against the proposed addition, alteration, improvement or change at the meeting.
- 3.3.5 The Corporation may, by a vote of Owners who own sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the Units at a meeting duly called for that purpose, make any substantial additions, alterations or improvements to, or renovations of, the Common Elements, or may make any substantial change to the assets of the Corporation.
- 3.4 Pets: When on the Common Elements, all pets must be under leash. Each Owner must ensure that his pet does not damage or litter any part of the Common Elements, and any such incidents shall be cleaned up immediately by the Owner and disposed of in accordance with the requirements of the municipality and the Corporation so that the Common Elements are neat and clean at all times. In the event that any pet is deemed by the Board or the Property Manager to be a nuisance, then the Owner shall permanently remove such pet from the Property within two (2) weeks of receiving written notice from the Board or the Property Manager requesting removal of such pet.
- 3.5 Visitors' Parking:
- 3.5.1 Such areas within the Common Elements as may be designated by the Board from time to time shall be used as visitor 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 the Property for the parking of their motor vehicles and shall not be used by Owners or for any other purpose whatsoever. Each parking space shall be individually designated as parking by means of clearly visible signs.
- 3.5.2 No Owner of a Unit nor his tenant nor members of the household of an Owner or such tenant shall park upon any portions of the Common Elements designated as visitor parking spaces by this Declaration, the Description, the By-laws or the Rules, or by the Board. Provided that the Declarant, its sales personnel, invitees, prospective purchasers and workmen may park motor vehicles upon the visitor parking spaces until such time as all Units are sold and conveyed by the Declarant.

4 **ARTICLE IV - UNITS**

- 4.1 Occupation and Use: The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:
- 4.1.1 Each Unit shall be occupied and used only as a private single family residence (inclusive of permitted ancillary home office uses) and for no other purpose, as permitted from time to time by the zoning by-laws of the municipality, provided, however, that the foregoing shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until registered title to all Units has been transferred by the Declarant.
- 4.1.2 No Unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation. If a Unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the Owner of such Unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be deemed to be additional contributions towards the Common Expenses payable by the Owner and recoverable as such.
- 4.1.3 The Owner of each Unit shall comply, and shall require all residents, visitors, tenants, invitees and licencees of his Unit to comply, with the Act, the Declaration, the By-laws and the Rules.
- 4.1.4 For the safety, security and welfare of the Owners and the Property and to prevent the unreasonable interference with the use and enjoyment of the Units and the Common Elements, no Owner shall be permitted to cultivate or smoke cannabis or

any form thereof or tobacco products or electronic cigarettes in or on a Unit. Notwithstanding the foregoing, the Board may make reasonable accommodation, pursuant to the provisions of the *Human Rights Code*, R.S.O 1990 for an Owner, tenant or occupant who has proven by medical evidence a requirement for the cultivation or consumption of cannabis within a Unit. The accommodation will be made based on all of the circumstances pertaining to such situation and may include requiring the Owner, tenant or occupant to install and maintain such smoke extraction equipment in his Unit as may be required by the Board.

- 4.1.5 No Owner shall make any structural change, renovation, alteration or addition to his Unit, or maintain, decorate, landscape or repair any of the exterior portions of his Unit (except as set out in Section 5.1 of this Declaration) without the prior written consent of the Board. When requesting such consent to any of the foregoing (the "proposed work"), the Owner shall provide to the Board a copy of the plans relating to the proposed work and such other information as may be required by the Board. The Board, or its authorized agent, shall review such plans and information for the purpose of confirming, in its sole and absolute discretion, that the proposed work will not:
- 4.1.5.1 adversely affect the structural integrity of the Unit or any other Unit;
 - 4.1.5.2 detract from the use or enjoyment by an Owner or occupant of any other Unit;
 - 4.1.5.3 negatively impact upon the aesthetic appearance of the buildings erected or landscaping planted on the Property;
 - 4.1.5.4 increase the premiums of any policy of insurance maintained by the Corporation;
 - 4.1.5.5 obstruct access to any utility easements, meters or public services;
 - 4.1.5.6 encroach on the other Common Elements or any other Unit;
 - 4.1.5.7 obstruct or alter the drainage pattern of the Property; or
 - 4.1.5.8 violate any provisions of any building law or regulation or zoning by-law.

Notwithstanding the foregoing, an Owner shall not be required to obtain the consent of the Board to maintain or repair his Unit.

- 4.1.6 No boundary, load-bearing or partition wall, fence, retaining wall, floor, ceiling, roof assembly, door or window shall be removed or altered without the prior written consent of the Board. In this regard, the considerations listed in Section 4.1.5 above shall be considered by the Board.
- 4.1.7 No change shall be made in the colour of any exterior glass, window, door, screen, or roof 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 buildings on the Property.
- 4.1.8 In the event that any pet is deemed by the Board or the Property Manager, in the absolute discretion of that party, to be a nuisance, then, within two (2) weeks of receipt of a written notice from the Board or the Property Manager requesting the removal of such pet, the Owner shall permanently remove such pet from his Unit. No breeding of pets for sale shall be carried on, in or around the Unit.
- 4.1.9 With respect to any Unit in which services or equipment serving the Common Elements or other Units are located, the Owner of such Unit shall:
- 4.1.9.1 refrain from obstructing access to the Unit or such Common Elements by the Corporation or its agents, employees or authorized representatives for the purpose of installing, repairing, replacing or maintaining such services or equipment;
 - 4.1.9.2 at all times maintain the interior of the Unit at a temperature which prevents the freezing of or any other damage to such services or equipment; and

- 4.1.9.3 refrain from damaging or in any way tampering with any such services or equipment.
- 4.1.10 No television antennae, aerial, tower, satellite dish or similar structure shall be erected on or fastened to any Unit without the written consent of the Board, save and except that an Owner will be permitted to affix one (1) satellite dish having a diameter of not more than eighteen (18) inches to the rear exterior wall of his Unit.
- 4.1.11 If any Owner constructs or installs any fixture, improvement or other installation in, to or on his Unit, he shall be responsible for the cost of removing and replacing same should removal of the same be necessary for the maintenance or repair of any Unit or the Common Elements.
- 4.1.12 No portable or window air conditioner shall be placed or installed on the outside of window sills or projections. Any Owner may install a central air-conditioning unit, with the written consent of the Board, subject to requirements of the municipality or other authorities having jurisdiction including, where necessary, approval by the municipality of the location of the installation, the size and type of a central air-conditioning unit to be installed and approval of the method and manner of installation. Any Owner who installs an air- conditioning unit as aforesaid shall be solely responsible at his sole cost and expense for the maintenance and repair of same and shall indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims or liabilities which the Corporation may incur or suffer as a result of or in connection with the installation and/or operation of such unit. Owners are required to ensure that adequate measures will be taken to minimize noise and vibration which could disturb any other Owner arising from the installation and/or operation of the air- conditioning unit.
- 4.1.13 Any gas fireplace which is located within a Unit shall only be used for the purpose of making a recreational fire of a type normally used in a gas fireplace located in a residential home, and shall in no event be used for the burning of garbage or refuse, the building of a bonfire, or for any other purpose.
- 4.2 Rights of Entry to the Unit:
- 4.2.1 The Declarant, until title to all of the Units has been transferred to the respective Owners, 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 at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation or to exercise the powers 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.
- 4.2.2 The Corporation, its agents, employees, authorized representatives and others authorized by the Board, shall have the right to enter any Unit at all reasonable times and upon giving reasonable notice to install, maintain, repair or inspect any metering devices, installation or equipment necessary for the providing or monitoring of utilities or services to the Units or the Common Elements.
- 4.2.3 In case of an emergency, an agent of the Corporation may enter a Unit at any time for the purpose of inspecting, repairing and maintaining the Units or the Common Elements, or for the purpose of correcting any condition that might result in damage or loss to the Property and in such circumstance the giving of no notice shall be deemed reasonable notice. The Corporation or anyone authorized by it may determine whether an emergency exists.
- 4.2.4 If an Owner, resident or tenant of a Unit shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit or Common Elements without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- 4.2.5 The violation of any provisions of the Act, this Declaration, the By-Laws, and/or the

Rules shall give the board of directors and its agents the right to enter the Unit in which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass.

4.2.6 Immediately upon receipt of notice of a claim by an Owner in respect of damage to his Unit occasioned by an insurable loss, the Board or its authorized agent shall notify the Corporation's insurer and conduct an inspection of the Unit for the purpose of determining the cause of damage and the opinion of the board or directors based upon such inspection, provided same is consistent with the report of the insurance adjuster, shall be conclusive as the cause of such damage.

4.2.7 Each owner or resident of a Unit shall be required to provide keys to all locks to such Unit to the Corporation or its authorized representatives. No Owner shall change the lock or place any additional locks on the doors of any Unit without first obtaining the written consent of the Corporation, provided that any such changed or additional lock shall be capable of being locked or unlocked by the Corporation and be compatible in all respects with the master key system used by the Corporation.

4.2.8 The rights and authority hereby reserved to the Corporation and its agents, or any insurer and 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.

4.3 Leasing Of Units:

4.3.1 No lease of a Unit (other than a lease entered into by the Declarant as landlord) shall be for a period of less than six (6) months without the prior written consent of the Board.

4.3.2 Where an Owner leases his Unit, the Owner shall forthwith notify the Corporation that the Unit is leased and shall provide to the Corporation the tenant's name, the Owner's address, a copy of the lease or renewal or a summary of it in the form prescribed by the Act and a covenant or agreement signed by the tenant in a form as hereinafter set out (or as provided for in the Rules of the Corporation from time to time):

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, 1998, the declaration, the by-laws, and all the rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act, 1998".

4.3.3 The Owner shall provide to the lessee of the Unit a copy of the Declaration, the By-Laws and the Rules.

4.3.4 If a lease of a Unit is terminated and not renewed, the Owner shall notify the Corporation in writing of such termination.

4.4 Tenant's Liability: No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the Owner is in default of payment of common expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the Owner an amount equal to the defaulted payment, and shall pay same to the Corporation. The Corporation shall provide a copy of such Notice to the Owner in accordance with the Act.

4.5 Owner's Liability: Any Owner leasing his Unit shall not be relieved hereby from any of his obligations with respect to the Unit, which obligations shall be joint and several with his tenant.

5 **ARTICLE V - MAINTENANCE AND REPAIRS**

5.1 Maintenance and Repairs to Unit:

5.1.1 Each Owner shall maintain his Unit and, subject to the provisions of this Declaration

and Section 123 of the Act, each Owner shall repair any and all damage to his Unit and all improvements and betterments made or acquired by an Owner, all at his own expense, including, but not limited to, maintenance and repair of the following:

- 5.1.1.1 heating, air-conditioning, ventilation and electrical systems which are for the sole benefit of the Unit, including regularly scheduled inspections of all such equipment;
- 5.1.1.2 all walls, windows, screens, doors, steps, decks, balconies, fences and other structural components of the Units, including the roof assembly, and all eavestroughs and storm water downpipes located within the Unit;
- 5.1.1.3 all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for electricity, cable television, telephone, water, storm and sanitary sewers which are located within the Unit and which provide service or utility to the Unit only;
- 5.1.1.4 plumbing systems, toilets, bathtubs, sinks, tiles, shower fans, ceiling and exhaust fans and fan motors, and other fixtures;
- 5.1.1.5 any gas fireplace, exhaust pipe, vent, chimney, or other appurtenance to any such gas fireplace which services the Unit exclusively;
- 5.1.1.6 all interior light fixtures;
- 5.1.1.7 lawns, landscaping and driveways, including, without limitation, maintaining the front, side (if any) and rear yards (including adjacent boulevards) of the Unit in a clean and slightly condition, and maintaining free from snow and ice the driveways, walkways and exterior steps within the Unit and from the walkways within the Common Elements immediately adjacent to the Unit (including boulevards);
- 5.1.1.8 all improvements or betterments made to the foregoing.
- 5.1.2 Provided, however, that no Owner shall remove or repair any fixture or item within a Unit that is directly connected to the common elements without utilizing the services of a licensed mechanic, plumber or electrician to perform the type of work being removed or repaired.
- 5.1.3 Each Owner shall be responsible for the watering of lawns and of landscaping within the boundaries of his Unit and any Common Elements immediately adjoining his Unit.
- 5.1.4 Each Owner shall be responsible for all damages to any and all other Units and to the Common Elements which are caused by the failure of such Owner to maintain and repair his Unit as required by this Declaration, the By-laws or the Rules, or caused by the negligence or willful misconduct of the Owner, his residents, tenants, licencees or invitees, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- 5.1.5 The Corporation shall conduct such maintenance and make any repairs that an Owner is obligated to make and that he does not make within a reasonable time after written notice is given to such Owner by the Corporation where the failure to make such repairs represents a potential risk of damage to the property or assets of the Corporation or a potential risk of personal injury to persons on the Condominium. In such event, the Owner shall be deemed to have consented to having said maintenance and/or repairs done to his Unit by the Corporation and the 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 in order to collect the costs of such maintenance and repairs, and all such costs shall bear interest at the rate of eighteen percent (18%) per annum calculated monthly until paid by the Owner. The Corporation may collect such costs 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 receipt of written notice from the Corporation thereof. All such required instalments are deemed to be additional contributions towards the Common Expenses and recoverable as such.
- 5.1.6 Each Owner shall have the right to enter on the Property comprising part of an adjoining Unit on reasonable notice and with the consent of the Board, for the purpose of maintaining and repairing his Unit.
- 5.2 Maintenance and Repairs to Common Elements: The Corporation shall maintain and repair after damage the Common Elements, except for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to Section 5.1 of this Article, if any. Without limiting the generality of the foregoing, the Corporation shall maintain and repair all structural noise walls (including, but not limited to, noise barriers and acoustic

fences) located within the Condominium.

- 5.3 Maintenance, Repair and Replacement of Roof and Windows: The maintenance, repair or replacement of building roofs, windows or exterior doors are the obligation of the Owner of the respective Unit.

6 **ARTICLE VI - INSURANCE**

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

- 6.1.1 "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 buildings, but excluding improvements and betterments 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, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time, which deductible shall be the responsibility of the Corporation provided always that, if an Owner, a lessee of an Owner or a person residing in the Owner's Unit with the permission or knowledge of the Owner causes damage to the Owner's Unit, the amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation shall be added to the common expenses payable for the Owner's Unit.

- 6.1.2 Public Liability Insurance: Public liability and property damage insurance, insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements, and insurance against the Corporation's liability arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles, 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 Dollars (\$2,000,000.00) per occurrence.

- 6.2 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 mortgage endorsements subject to the provisions of the Act, this Declaration and any applicable agreement (an "Insurance Trust Agreement") with an insurance trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank (an "Insurance Trustee"), and shall contain the following provisions:

- 6.2.1 all proceeds arising from any loss shall be payable to an Insurance Trustee, save and except that when the amount receivable does not exceed fifteen percent (15%) of the replacement cost of the property as estimated by the Corporation's insurer, then the proceeds of such loss shall be payable to the Corporation and not to an Insurance Trustee; provided that when a loss occurs which exceeds the fifteen percent (15%) referred to above, the Corporation is required to enter into an Insurance Trust Agreement with an Insurance Trustee, whose role will be to obtain the proceeds of insurance on behalf of the Corporation and disburse said proceeds in accordance with the Corporation's obligations pursuant to the Act and this Declaration;

- 6.2.2 waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the Owners and the Owner's 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;

- 6.2.3 such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to any Insurance Trustee appointed pursuant to Section 6.2.1. hereof;

- 6.2.4 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;

- 6.2.5 waivers of any defence based on co-insurance (other than a stated amount co-

insurance clause);

- 6.2.6 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; and
- 6.2.7 provision that the same shall be primary insurance with respect to any other insurance carried by the Owners.

6.3 General Provisions:

- 6.3.1 Prior to obtaining any policy or policies of insurance under this part, or any renewal or renewals thereof, or at such other times as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Property, for the purpose of determining the amount of insurance to be affected pursuant thereto, and the costs of such appraisals shall be a Common Expense; provided that no appraisal shall be necessary for the initial policy or policies placed by the Declarant.
- 6.3.2 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 an Owner to adjust any loss to his Unit.
- 6.3.3 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 Section 6.3.3 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 such a provision giving the mortgagee that right, and also without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired.
- 6.3.4 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.
- 6.3.5 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.
- 6.3.6 Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied in accordance with the requirements of this Act.
- 6.4 Indemnity Insurance: The Corporation may, at the discretion of the Board, obtain and maintain insurance for the benefit of directors or officers of the Corporation in order to indemnify them against any liability, cost, charge or expense ("liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred by them as a result of a contravention of Section 37(1) of the Act.
- 6.5 Insurance Maintained by the Individual Unit Owners: It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance if deemed necessary or desirable by any Owner, should be obtained and maintained by each Owner for his own benefit at such Owner's expense:
 - 6.5.1 insurance on any additions, improvements or betterments made by the Owner to his Unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage. Fireplaces and other upgrade options to the Unit are considered betterments and improvements. Every such policy of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and their respective household members, tenants, invitees or licensees, except for any damage arising from vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned

parties;

6.5.2 public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation and arising from each Owner's ownership and/or use;

6.5.3 insurance covering additional living expenses incurred by an Owner if forced to leave his Unit by one of the hazards protected against under the Corporation's policy; and

6.5.4 insurance covering special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

6.6 Indemnification by Owners: Each Owner shall indemnify and save the Corporation harmless from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur (including legal costs incurred by the Corporation as between a solicitor and his client) to or with respect to the Common Elements and/or to any Unit resulting from or caused by:

6.6.1 any act or omission of such Owner, or any household member, guest, tenant, invitee or licensee of his Unit; and

6.6.2 a contravention by such Owner or by his household members, guests, tenants, invitees or licensees of any municipal zoning or building by-law and regulations and of the Rules of the Corporation;

except for any loss, costs, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid to (or for the benefit of) the Corporation. All payments to be made by an Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner and recoverable as such, such Owner being responsible for one hundred percent (100%) of such payment.

6.7 Termination: If the Board determines that damage has occurred to a building or a structure located on the Property for which, in the opinion of the Board after obtaining two estimates of damage in accordance with Section 123(3) of the Act, the cost of repair is estimated to equal or exceed twenty-five percent (25%) of the replacement cost of all the buildings and structures located on the Property, the Board shall give to all Owners and to all mortgagees noted on the Record of the Corporation notice of the determination and the right of the Owners in accordance with the Act to requisition a meeting to be held within thirty (30) days after receiving the notice for the purpose of allowing the Owners to vote for termination of the Corporation. If no such meeting is requisitioned by the owners within thirty (30) days after receiving the notice, or if such meeting is held but less than eighty percent (80%) of the owners vote in favour of termination, or there is no vote in favour of termination, the Condominium Corporation shall repair the damage to the building or structure located on the Property. If at least eighty percent (80%) of the owners vote in favour of termination, the Condominium shall be terminated in accordance with the provisions of the *Condominium Act, 1998*.

7 **ARTICLE VII – DUTIES OF THE CORPORATION**

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

7.1.2 To take all actions reasonably necessary, as may be required to fulfill any of the Corporation's obligations pursuant to this Declaration;

7.1.3 To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements, and enter into a formal assumption agreement with the governmental authorities relating thereto, if so required by the governmental authorities.

7.1.4 To grant, immediately after the registration of this Declaration, if so required, an easement in perpetuity in favour of any cable company and/or public utility over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of service lines (and all necessary appurtenances thereto) in order to facilitate the supply of services to this Condominium, and if so requested to enter into (and abide by the terms and provision of) an agreement with the service provider pertaining to the provision of services to the Condominium; and

7.1.5 To take all reasonable steps to collect from each Unit Owner, his or her proportionate share of the common expenses, and to maintain and enforce the

Corporation's lien arising pursuant to Section 85(1) of the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses.

8 **ARTICLE VIII - MISCELLANEOUS**

- 8.1 **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 the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
- 8.2 **Waiver:** The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws, or any Rules 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.
- 8.3 **Construction of Declaration:** This Declaration shall be read with all changes of number and gender required by the context.
- 8.4 **Notice:** Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:
- 8.4.1 to an Owner, by giving same to him either personally or by ordinary mail, postage prepaid, addressed to him at the address for service shown on the Corporation's records, or if no such address has been given to the Corporation, then to such Owner at his Unit.
- 8.4.2 to a mortgagee who has notified the Corporation of its interest in any Unit, by giving same to such mortgagee or to any director or officer of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
- 8.4.3 to the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
- If such notice is mailed, then it shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed.
- 8.5 **Records, Plans and Specifications:** The Corporation shall ensure that all records required by the Act, this Declaration and the By-laws are kept current and that plans and specifications maintained reflect all changes to the Property, and that all such records, plans and specifications be available for inspection by Owners and mortgagees of the Units. All information required by the Act and the By-laws to be given to Owners shall also be given to the mortgagees of each Unit who have requested such information, as recorded by the Corporation.
- 8.6 **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.
- 8.7 **Architectural, Structural, Mechanical, Electrical and Landscaping Plans:** A complete set of all the original as-built architectural, structural, mechanical, electrical and landscaping plans and specifications, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit which required the prior written consent of the Board, shall be maintained in the office of the Corporation at all times or at such other place as the Board may determine by resolution for the use of the Corporation and any Owner or mortgagee in rebuilding or repairing any damage.
- 8.8 **Units subject to Declaration, By-laws and Rules and Regulations:** All present and future owners, tenants and occupants of Units, including their families, guests and visitors, shall be subject to and shall comply with the provisions of this Declaration, the By-laws and any other rules and regulations of the Corporation. The acceptance of a deed or transfer, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, the By-laws and any such rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

DATED at _____, this ____ day of _____, 20__.

LIV DEVELOPMENTS LTD.

By: _____
Name:
Title:

I have the authority to bind the Corporation.

SCHEDULE "A"

Legal Description

PART OF: Part Blocks 2 & 3, Kerr Tract Brantford City, Part 1, Plan 2R8288, designated as Part _ on 2R-
_____ ; County of Brant

(being part of PIN 32074-1155 (LT))

Together with and subject to any easements required by the municipality, utility providers and/or any adjoining land owners, including an easement in favour of the Servient Lands during construction, if applicable.

****legal description to be finalized prior to registration.***

The undersigned confirms that based upon the parcel register or abstract index and plans and documents recorded in them, the legal description is correct, the easements herein described will exist in law upon registration of this Declaration, and the Declarant is the registered owner of the land and appurtenant interests.

Servient Lands

Pursuant to Section 52(3) of Ontario Regulation 48/01 made pursuant to the *Condominium Act, 1998*, S.O. 1998, c.19 (the "Act"), the legal description of the lands that will be the servient tenement, as that term is defined in Section 151(2) of the Act is as follows:

PART OF: Part Blocks 2 & 3, Kerr Tract Brantford City, Part 1, Plan 2R8288, designated as Parts _ on 2R-
_____ ; County of Brant

The undersigned confirms that based upon the parcel register or abstract index and plans and documents recorded in them, the legal description set out above is the correct legal description of the servient tenement, the easements herein described will exist in law upon registration of this Declaration and the Declarant is the registered owner of the said servient tenement.

Dated at _____, Ontario this ___ day of _____, 20__.

James Mahler (Solicitor for the Declarant)
Scarfone Hawkins LLP

SCHEDULE "B"

*to be completed prior to registration

CONSENT

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

1. The undersigned, _____ has 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 Titles Division of Brant Registry Office (No. 2).
2. The undersigned consents 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. The undersigned postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. The undersigned is entitled by law to grant this consent and postponement.

DATED this _____ day of _____

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/we have authority to bind the corporation

SCHEDULE "B"

*to be completed prior to registration

CONSENT

SERVIENT LANDS

1. The undersigned, _____ has a mortgage registered against land owned by the Declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Number _____, in the Land Registry Office for the Division of Brant Registry Office (No. 2).
2. The undersigned consents 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. The undersigned is entitled by law to grant this consent.

DATED this ____ day of _____.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/we have authority to bind the corporation.

SCHEDULE "C"

Boundaries of Units

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

1. Boundaries of the Condominium Units

- a. Each Condominium Unit is bounded vertically by:
 - i. There are no other upper or lower limits.
- b. Each Condominium Unit is bounded horizontally by:
 - i. The centreline and production of the partition wall separating one unit from another such unit.
 - ii. The vertical planes established by measurement from the buildings and the survey monumentation, as illustrated on Part 1, Sheet 1 of the Description.

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, Sheet 1 of the description.

Dated the ___ day of _____, 20__.

Ontario Land Surveyor

SCHEDULE "D"

**Percentage Interest in Common Interests
and Percentage Contribution to Common Expenses
by Unit and Level Number**

<u>Level</u>	<u>Unit</u>	<u>Percentage</u> <u>(%)</u>
1	1	1.03
1	2	1.03
1	3	1.03
1	4	1.03
1	5	1.03
1	6	1.03
1	7	1.03
1	8	1.03
1	9	1.03
1	10	1.03
1	11	1.03
1	12	1.03
1	13	1.03
1	14	1.03
1	15	1.03
1	16	1.03
1	17	1.03
1	18	1.03
1	19	1.03
1	20	1.03
1	21	1.03
1	22	1.03
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1	24	1.03
1	25	1.03
1	26	1.03
1	27	1.03
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1	32	1.03
1	33	1.03
1	34	1.03
1	35	1.03
1	36	1.03
1	37	1.03
1	38	1.03
1	39	1.03
1	40	1.03
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1	83	1.03
1	84	1.03
1	85	1.03
1	86	1.03
1	87	1.03
1	88	1.03
1	89	1.04
1	90	1.04
1	91	1.04
1	92	1.04
1	93	1.04
1	94	1.04
1	95	1.04
1	96	1.04
1	97	1.04

TOTAL
PERCENTAGE: 100.00%

SCHEDULE "E"

Specification of Common Expenses

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

1. All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act or the within Declaration or performed pursuant to any registered by-law of the Corporation.
2. All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, utilities and services, including, without limiting the generality of the foregoing, monies payable on account of:
 - (a) snow removal from walkways and internal roads located within the Common Elements;
 - (b) insurance premiums and the necessary appraisals;
 - (c) water and sewage, and electricity, unless separately metered for each Unit;
 - (d) waste and garbage disposal and/or collection unless collected by the municipality;
 - (e) television antenna or cable (if cable television is supplied by bulk agreement and not individually billed to occupants of Units);
 - (f) maintenance materials, tools and supplies for Common Elements;
 - (g) fuel, including gas, oil and electricity unless separately metered for each Unit;
 - (h) landscaping, repair, maintenance and replacement respecting the Common Elements including without limitation all noise walls regardless of whether same are located within the boundaries of Units; and
 - (i) maintenance and repair of building roofs, windows and exterior doors
3. 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;
4. 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;
5. 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;
6. The fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
7. The cost of obtaining and maintaining fidelity bonds as provided by the By-laws;
8. Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the Property;
9. The cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance, and operation and replacement thereof;
10. 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;
11. The cost of borrowing money for the purpose of carrying out the objects, duties and powers of the Corporation; and
12. The payment of realty taxes (including local improvement charges) levied against the property held by the Corporation and which are the responsibility of the Corporation.

SCHEDULE "F"

Exclusive Use Common Areas

None.

SCHEDULE "G"

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,

.....
(signature)

.....
(print name)

(Strike out whichever is not applicable:

Architect
Professional Engineer)

BY-LAW No. 1

BRANT STANDARD CONDOMINIUM CORPORATION NO. _____

BY-LAW NO. 1

Be it enacted as a by-law of Brant Standard Condominium Corporation No. _____ (hereinafter referred to as the "Corporation") as follows:

1 ARTICLE I - DEFINITIONS

1.1 The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, c.19, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act").

2 ARTICLE II - SEAL

2.1 The seal of the Corporation shall be in the form impressed hereon.

3 ARTICLE III - RECORDS

3.1 The Corporation shall keep adequate records, including the following records (hereinafter called the "Record") respecting the property which shall include the following:

3.1.1 General:

3.1.1.1 A minute book containing the minutes of owner's meetings and minutes of board meetings, including a copy of any resolution of the Board changing the address for service of the Corporation as registered;

3.1.1.2 A copy of the Declaration and Description;

3.1.1.3 a copy of all By-laws;

3.1.1.4 a copy of all rules;

3.1.1.5 a copy of all notices sent on behalf of the Corporation;

3.1.1.6 the financial records of the Corporation, including a copy of all reports and financial statements of the Corporation for at least the past six (6) financial years;

3.1.1.7 copies of all agreements entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, easements and licenses;

3.1.1.8 copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements, including an appraisal report for insurance purposes if required by the insurer;

3.1.1.9 copies of all bills of sale or transfers for all items that are assets of the Corporation but not part of the Property;

3.1.1.10 copies of all the existing warranties and guarantees for all equipment, fixtures, chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;

3.1.1.11 copies of all records related to the Units or to employees of the Corporation;

3.1.1.12 the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans, including the as-built specifications, indicating all substantive changes, if any, from the original specifications;

3.1.1.13 a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the Unit Owners are responsible;

3.1.1.14 a schedule setting out what constitutes a standard unit for each class of unit that the

Declarant specifies for the purpose of determining the responsibilities for repairing improvements after damage and insuring them;

- 3.1.1.15 a record of all reserve fund studies and all plans to increase the reserve fund;
- 3.1.1.16 the report that the Corporation receives from the person who conducts a performance audit in accordance with subsection 44(8) of the Act;
- 3.1.1.17 a copy of any report that the Corporation receives from an inspector in accordance with subsection 130(5) of the Act;
- 3.1.1.18 a separate record of all receipts on account of common expense payments;
- 3.1.1.19 all requests for status certificates and a copy of the certificates issued for the past six (6) financial years; and
- 3.1.1.20 all other records as may be prescribed pursuant to the Act or otherwise specified in the By-Laws of the Corporation.

3.1.2 Owners and Interested Persons:

3.1.2.1 The names of Owners and mortgagees and the mailing addresses of the Owners and those mortgagees who have notified the Corporation of their entitlement to vote. The address of each Owner shall be the address of his Unit and the address of each mortgagee shall be the address shown for him on his mortgage registered in the Land Registry Office, unless the Corporation is given written notice of an alternate address by such Owner or mortgagee;

3.1.2.2 the names of the directors and officers of the Corporation, their mailing addresses and respective terms in office; and

3.1.2.3 the names of all current tenants (other than short term rentals arranged by and under the direct supervision and control of the Declarant).

3.1.3 Owners' Meetings: Minutes of all Owners' meetings including reference to numbers in attendance and a record of the votes taken.

3.1.4 Board of Directors' Meetings:

3.1.4.1 Minutes of all meetings of the Board of Directors (the "Board") and a copy of all resolutions passed by the Board;

3.1.4.2 a copy of all annual notices of assessment and any additional assessments; and

3.1.4.3 a copy of all consents for alterations to units and/or the common elements including any agreement entered into with any Owner.

3.2 Records to be provided to Owners and Mortgagees:

3.2.1 A copy of the annual financial statement shall be furnished to every Owner and mortgagee entered on the Record;

3.2.2 the books and records of the Corporation (including the minutes of meetings of the Board and of the Owners) shall, upon reasonable notice, be made available for inspection by any Owner and mortgagee; and

3.2.3 additional copies of the Declaration, By-laws and Rules shall be made available to any Owner for purchase at the cost of their reproduction.

4 ARTICLE IV - MEETING OF OWNERS

4.1 Annual Meetings: The annual meeting of the Owners shall be held at such place within the City of Brantford, and at such time and on such day in each year, as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the Owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the Board to fix his remuneration, and for the transaction of such other

business as may be properly brought before the meeting. The Board shall lay before each annual meeting of Owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the Owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The first annual general meeting shall be held within three (3) months after registration of the Declaration and Description. Thereafter, annual general meetings shall be held within six (6) months of the end of each fiscal year of the corporation.

- 4.2 The First Owners' Meeting: The Board, elected at a time when the Declarant owns a majority of the units, shall before the earlier of (i) thirty (30) days after the Declarant has transferred ownership of twenty percent (20%) of the units and (ii) ninety (90) days after the Declarant has transferred ownership of the first unit in the corporation, call and hold a meeting of the Owners, at which meeting the Owners may elect two additional directors to the Board regardless of the maximum number of directors specified in the Declaration. This meeting need not take place if the Declarant has transferred a majority of the units before the time required to call the meeting.
- 4.3 Turnover Meeting: The Board, elected at a time when the Declarant owns a majority of the units, shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the Owners to elect a new Board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting (the "**turnover meeting**"). If the turnover meeting is not called within such time, any Owner or any mortgagee entitled to vote may call the meeting. At the turnover meeting, the Declarant or its agents shall give to the new Board elected at that meeting the condominium seal and all the books, documents, and all other information required to be transferred pursuant to Section 43(4) of the Act. The Declarant is further required to deliver to the new Board within thirty (30) days after the meeting the agreements, plans, warranties, financial records and all other information required to be transferred pursuant to Section 43(5) of the Act. Furthermore, within sixty (60) days after the turnover meeting, the Declarant shall give the Board an audited financial statement prepared as of the date of such meeting.
- 4.4 Special Meetings: The Board, or any mortgagee holding mortgages on not less than fifteen percent (15%) of the units, may at any time call a meeting of the Owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The Board shall, upon receipt of a requisition in writing made by Owners who together own at least fifteen percent (15%) of the units, call and hold a meeting of the Owners, and if the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, and in such case, the meeting shall be held within forty-five (45) days of the day on which the meeting is called.
- 4.5 Notices: Notice of the time, place, and date of the turnover meeting, and of each annual or special meeting, shall be given not less than ten (10) days before the day on which the meeting is to be held to the auditor of the Corporation, and to each Owner and mortgagee who is entered on the register at least fifteen (15) days before the date of such meeting. The Corporation shall not be obliged to give notice to any Owner who has not notified the Corporation that he has become an Owner, or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of matters to be considered at such meeting.
- 4.6 Reports and Financial Statements: The Corporation shall, at least ten (10) days before the date of any annual meeting of Owners, furnish to every Owner and mortgagee entered on the register a copy of the financial statements and auditor's report. The Corporation shall also file copies of the financial statements and auditor's report with the bureau. A copy of the minutes of the meeting of Owners and of the Board shall, within ten (10) days of such meeting, be furnished to each mortgagee who has, in writing, requested same.
- 4.7 Persons entitled to be present: The only persons entitled to attend a meeting of Owners shall be the Owners and mortgagees entered on the register, any others entitled to vote thereat, the auditor of the Corporation, the solicitor of the Corporation, the directors and officers of the Corporation, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be

admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.

- 4.8 Quorum: At any meeting of Owners a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five percent (25%) of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of Owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day, two weeks therefrom, at such place within the said municipality as the Board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than ten (10) days prior to the convening of such meeting.
- 4.9 Right to vote: At each meeting of Owners, and subject to the restrictions in Section 4.15 of the within Article, every Owner of a unit shall be entitled to vote if he is currently entered on the register as an Owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an Owner. If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meeting and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the mortgagee to vote, in which case such mortgagee may exercise the Owner's vote in respect of such unit, upon filing with the Secretary of the meeting sufficient proof of the terms of such mortgage and notifying both the mortgagor and the Corporation of his intention to exercise his right to vote at least four (4) days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such Owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.
- 4.10 Method of Voting: At any annual, special or turnover meeting, any question shall be decided by a show of hands, unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairman that such question has by the show of hands been carried is *prima facie* proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll, once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only.
- 4.11 Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the Owner or mortgagee at all meetings of the Owners of the Corporation and may exercise the Owner's vote in the same manner and to the same extent as such Owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 4.13 of this Article shall apply.
- 4.12 Proxies: Every Owner or mortgagee entitled to vote at meetings of Owners may, by instrument in writing, appoint a proxy, who need not be an Owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the Owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.
- 4.13 Co-Owners: If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the Owners or mortgagees, as the case may be, may, in the absence of the other Owner(s) or mortgagee(s), vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.14 Votes to govern: At all meetings of Owners every question shall unless otherwise required by the Act, the Declaration or the By-laws, be decided by the majority of the votes cast on the question, as set out in Section 4.10 of this Article. If at least fifteen percent (15%) of the units are owner-occupied, as that term is defined in the Act, on or after the time at which the board is required to call a turnover meeting as described in Section 4.3 of this Article, no person other than the owners of such owner-occupied units may elect a person or remove a person from one (1) of the

positions on the Board.

- 4.15 Entitlement to Vote: Except where, under the Act or the by-laws, a unanimous vote of all Owners is required, an Owner is not entitled to vote at any meeting if any contributions payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting.

5 ARTICLE V - THE CORPORATION

- 5.1 Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to, the following:
- 5.1.1 Controlling, managing and administering the common elements and the assets of the Corporation;
 - 5.1.2 the operation, care, upkeep, maintenance and repair of the common elements and for repair of units when an owner fails to repair and as provided for in the Declaration;
 - 5.1.3 the collection of contributions toward common expenses from the owners;
 - 5.1.4 the arranging for the supply of all requisite utility services to the common elements except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
 - 5.1.5 obtaining and maintaining insurance for the property as may be required by the Act, the declaration or the by-laws;
 - 5.1.6 repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by-laws;
 - 5.1.7 obtaining and maintaining fidelity bonds where obtainable in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
 - 5.1.8 causing audits to be made after every year-end and making financial statements available to the Owners and mortgagees in accordance with the Act and the by-laws;
 - 5.1.9 effecting compliance by the Owners with the Act, the declaration, the by-laws, and the rules;
 - 5.1.10 pursuant to Subsection 76 of the Act, providing a status certificate, and such statements and information as may be prescribed by the Act and its regulations, and the Corporation shall be entitled to a fee up to the maximum prescribed by the said regulations for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the Declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee;
 - 5.1.11 the preparation of a yearly budget in accordance with the provisions of the declaration;
 - 5.1.12 the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
 - 5.1.13 the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
 - 5.1.14 the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
 - 5.1.15 the calling and holding of meetings and the delivery of notices, as required;

- 5.1.16 the consistent and timely enforcement of the provisions of the Act, the declaration, the by-laws and the rules of the Corporation; and
- 5.1.17 establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.
- 5.2 Powers of the Corporation: The powers of the Corporation shall include, but shall not be limited to, the following:
 - 5.2.1 the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
 - 5.2.2 the setting, adjusting or referring to arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
 - 5.2.3 the entering into of the following agreements as required from time to time:
 - 5.2.3.1 a management agreement with an individual or corporation to manage the affairs and assets of the Corporation at such compensation and upon such terms as the Board may determine in its sole discretion;
 - 5.2.3.2 an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the Board may determine in its sole discretion;
 - 5.2.3.3 an agreement required by the supplier of any utility or service to the Corporation upon such terms as the Board may determine in its sole discretion; and
 - 5.2.3.4 any other agreements which may be permitted by the Act and the declaration and which are deemed advisable, desirable or necessary by the Board;
 - 5.2.4 the adoption and amendment of the rules concerning the operation and use of the property;
 - 5.2.5 obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such manner as the Board may deem appropriate;
 - 5.2.6 investing the monies held in the reserve fund or funds by the Corporation, provided that such investments shall be those permitted by the *Trustee Act*, R.S.O. 1990, c.T.23, and amendments thereto, and convertible into cash in not more than ninety (90) days;
 - 5.2.7 to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan being subject to approval by the unit Owners at a meeting duly called for the purpose;
 - 5.2.8 to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
 - 5.2.9 to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing; and
 - 5.2.10 to lease, or to grant or transfer an easement or license over or through, any part or parts of the common elements by way of a special by-law, except those parts of the common elements over which any Owner has the exclusive use, if any.

6 ARTICLE VI - BOARD OF DIRECTORS

- 6.1 General: The affairs of the Corporation shall be managed by the Board.

- 6.2 Number and Quorum: Until amended by by-law, the number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.
- 6.3 Qualifications: Each director shall be eighteen (18) or more years of age and need not be an Owner of a unit. No undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director.
- 6.4 Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the Owners held to elect directors, one (1) director shall be elected to hold office for a term of one (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; two (2) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of Owners called for that purpose, the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a director shall be elected for a term of three (3) years, to replace the retiring director.
- 6.5 Owner-Occupant Position: If at least fifteen percent (15%) of the units are owner-occupied, as that term is defined in the Act, on or after the time at which the board is required to call a turnover meeting as described in Section 4.3 hereof, no person other than the owners of such owner-occupied units may elect a person or remove a person from one (1) of the positions on the Board.
- 6.6 Removal and Replacement of Directors: Subject to Section 6.5 of this Article, a director may be removed before the expiration of his term at a meeting duly called for that purpose by a vote of Owners who together own a majority of units, and the Owners may elect any qualified person in the place of any director who has been removed or has died or resigned, for the remainder of his term, at any annual or special meeting.
- 6.7 Filling of Vacancies: Subject to Section 6.5 of this Article, if a vacancy in the membership of the Board occurs, other than by way of removal by a vote of Owners or as a result of the number of directors being increased, the majority of the remaining members of the Board may appoint any qualified person to be a member of the Board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the Owners. However, when there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of Owners to fill the vacancies, and in default, or if there are no directors in office, the meeting may be called by any Owner.
- 6.8 Calling of Meetings of the Board of Directors: Meetings of the Board shall be held from time to time at such place and at such time and on such day as the President and Vice-President who is a director, or any two directors, may determine, and the Secretary shall call meetings when directly authorized by the President and by the Vice-President who is a director, or by any two directors. In addition to any other provision in the by-laws, a quorum of directors may, at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by ordinary mail or by facsimile to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined in the *Interpretation Act* of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or have otherwise signified in writing their consent to the holding of such meeting.
- 6.9 Regular Meetings: The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such meeting.

- 6.10 First Meeting of New Board: The Board may, without notice, hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of Owners at which time the directors of such Board were elected, provided a quorum of directors is present.
- 6.11 Disclosure by Directors of Interest in Contracts: A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that, if a declaration and disclosure of such interest is required by the Act, such declaration and disclosure shall have been made and, if required by the Act, the director shall have not been present during the discussion at a meeting of directors regarding the contract or transaction, shall have refrained from voting as a director on the contract or transaction and shall not have been counted in the quorum.
- 6.12 Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his office honestly and in good faith and with the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 6.13 Protection of Directors and Officers: No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.
- 6.14 Indemnity of Directors and Officers: Every director or officer of the Corporation and his heirs, executors and administrators and estate respectively shall at all times be indemnified and saved harmless out of the funds of the Corporation from and against:
- 6.14.1 any liability and all costs, charges and expenses which such director or officer sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done or permitted by him in respect of the execution and the duties of his office; and
- 6.14.2 all other costs, charges and expenses which he properly sustains or incurs in relation to the affairs of the Corporation;
- unless the Act or the By-laws of the Corporation otherwise provide. The Corporation shall purchase and maintain insurance for the benefit of a director or officer in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties provided that such insurance shall not indemnify them against the liabilities incurred by them as a result of a contravention of Section 37(1) of the Act.

7 ARTICLE VII - OFFICERS

- 7.1 Elected Officers: At the first meeting of the Board, after each election of directors and whenever a vacancy in the office occurs, the Board shall elect from among its members a President. Until such election, or in default of such election, the then incumbent, if a member of the Board, shall hold office until his successor is elected.
- 7.2 Appointed Officers: From time to time the Board shall appoint a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be

known as Secretary-Treasurer.

- 7.3 Term of Office: Subject to the provisions of any written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation.
- 7.4 President: The President shall, when present, preside at all meetings of the Owners and of the Board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.
- 7.5 Vice-President: During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority (as determined by the Board), save that no Vice-President shall preside at a meeting of the Board or at a meeting of Owners who is not qualified to attend the meeting as a director or Owner as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.
- 7.6 General Manager: The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board, and to settle the terms of their employment and remuneration.
- 7.7 Secretary: The Secretary shall give or cause to be given all notices required to be given to the Owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the Owners and shall enter or cause to be entered in the books kept for that purpose minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the Board.
- 7.8 Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the Board, he shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. He shall render to the Board at the meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.
- 7.9 Other Officers: The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.
- 7.10 Agents and Attorneys: The Board shall have the power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

8 ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

- 8.1 Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time by resolution, and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing: the operation of the Corporation's accounts; the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments: Subject to the provisions of the Act, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract or obligation or any class of deeds, transfers, assignments contracts or obligations of the Corporation may or shall be signed.

8.3 Execution of Status Certificates under Subsection 76 of the Act: Status certificates provided pursuant to Section 76 of the Act may be signed by any officer or any director of the Corporation, or by the property manager of the Condominium, provided that the Board may by resolution direct the manner in which, and the person by whom, such status certificates may or shall be signed from time to time.

9 ARTICLE IX - FINANCIAL

9.1 The financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the Board by resolution may determine.

10 ARTICLE X - NOTICE

10.1 Method of giving notice by the Corporation: Except as otherwise specifically provided in the Act, the declaration, or the by-laws, any notice, communication or other document, including budgets and notices of assessment required to be given or served by the Corporation, shall be sufficiently given, if given:

10.1.1 to an Owner, by giving same to him, or to any director or officer of the Owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such Owner for the Corporation's register, or if no such address has been given, then to such Owner at his respective unit; and

10.1.2 to a mortgagee who has notified the Corporation of his interest, by giving same to him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed.

10.2 Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or the Corporation shall be sufficiently given if personally delivered or mailed by prepaid ordinary mail in a sealed envelope addressed to the Corporation or the Board at the address for service of the Corporation. Any notice, communication or document so mailed shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed if deposited in a post office or public mailbox in Ontario, and otherwise on the date of actual receipt.

10.3 Omissions and Errors: Except as provided in the Act, the accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting of Owners or directors held pursuant to such notice or otherwise founded thereon.

11 ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board: The common expenses as set forth in the Act and the declaration shall be assessed by the Board and levied against the Owners in the proportions in which they are required to contribute to the common expenses as designated in Schedule "D" of or elsewhere in the declaration. The Board shall from

time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the Owners, according to the proportions in which they are required to contribute to same.

- 11.2 The Reserve Fund: The Board shall make provisions for the reserve fund in the annual budget in respect of major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the Owners as part of their contribution towards the common expenses amounts that the Board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. The Corporation shall conduct such periodic reserve fund studies as may be required by the Act to determine whether the amount of money in the reserve fund and the amount of contributions collected by the corporation are adequate. The first such study shall be conducted within the year following the registration of the Declaration.
- 11.3 Owner's Obligations: The Board shall advise each Owner promptly in writing of the total amount of common expenses payable by each Owner respectively, and shall give copies of each budget on which such common expenses are based to all Owners and mortgagees entered on the register in accordance with the by-laws of the Corporation. Each Owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each Owner, in equal monthly payments on the first day of each and every month for the twelve (12) month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such Owner. Each Owner shall further forward to the Corporation forthwith after notification of such assessment a series of post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates as such payments become due.
- 11.4 Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget, for which the Board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the Board serving notices of such further assessment on all Owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, and such extraordinary assessment shall be payable by each Owner within ten (10) days after the delivery thereof to such Owner, or within such further period of time and in such instalments as the Board may determine.
- 11.5 Conveyance of unit: No Owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.
- 11.6 Default in payment of assessment:
- 11.6.1 Arrears of payments required to be made under the provisions of this Article XI shall bear interest at a rate determined by the Board from time to time and in default of such determination shall bear interest at the rate of eighteen percent (18%) per annum and shall be compounded monthly until paid. Such interest shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.
- 11.6.2 In addition to any remedies or liens provided by the Act, if any Owner is in default in payment of an assessment levied against him for a period of fifteen (15) days, the Board may retain a solicitor on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount due all costs of such solicitor as between a solicitor and his own client, and such costs may be collectible against the defaulting Owner in the same manner as common expenses.

12 ARTICLE XII - DEFAULT

- 12.1 Notice of Unpaid Common Expenses: The Board, whenever so requested in writing by an Owner or mortgagee entered on the register, shall promptly report to such

Owner or mortgagee any unpaid common expenses due from, or any other default by, any Owner, and any other moneys claimed by the Corporation against any Owner which are thirty (30) days past due.

- 12.2 Notice of Default: The Board, when giving notice of default in payment of common expenses or any other default to the Owner of the unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notices be sent to him.

13 **ARTICLE XIII - RULES**

- 13.1 Rules Governing the Use of Units and Common Elements: The Board may make rules respecting the use of common elements and units, in order to promote the safety, security and welfare of the Owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements and of other units. Any rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each Owner, unless the Board is in receipt of a written requisition by Owners owning not less than fifteen percent (15%) of the units requiring a meeting of Owners to consider the rules. If such a meeting of Owners is required, then the rules shall become effective only upon approval at such meeting. The rules shall be complied with and enforced in the same manner as the By-laws, but the Owners may, at any time, amend or repeal a rule at a meeting of Owners duly called for that purpose; and for greater certainty, the rules shall be observed by all Owners and by all other occupants of a unit including, without limitation, members of the Owner's family, guests, tenants, agents and invitees.

The rules and regulations have been adopted by the Board and shall be deemed to be effective thirty (30) days after notice thereof has been given to each Owner, which notice, notwithstanding any other provision of this by-law, shall be deemed to have been given on the day succeeding registration of the declaration.

14 **ARTICLE XIV - ASSESSMENT APPEALS**

- 14.1 In the event that, by a vote of the Owners at a meeting duly called for such purpose, it has been resolved to appoint the Corporation to act on behalf of every unit Owner for the purposes hereinafter set out, it shall be the duty of the Corporation to act as the agent of every unit Owner in any matter concerning applications for assessment review and the hearings thereof under the *Assessment Act*, R.S.O. 1990, c.A.31, and any amendments thereto; provided, however, that any Owner may notify the Corporation, in writing, within twenty-one (21) days of the date of the meeting, of the Owner's request that his unit assessment appeal not proceed or be withdrawn and that the Corporation no longer act as his agent. Upon receipt of such notice, the Corporation shall take all reasonable steps without delay to withdraw any appeal filed on behalf of the Owner in respect of his unit assessment. The Corporation is entitled to defray the costs of any such applications for assessment review out of the common expenses.

15 **ARTICLE XIV - MISCELLANEOUS**

- 15.1 Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 15.2 Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.
- 15.3 Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 15.4 Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience or reference only.
- 15.5 Alterations: This by-law or any part thereof may be varied, altered or repealed by a

by-law passed in accordance with the provisions of the Act, and the Declaration.

15.6 Conflicts: In the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules, the Act shall prevail. In the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules, the declaration shall prevail. In the event the provisions of the Act or of the declaration are silent, the provisions of the by-laws shall prevail.

The foregoing By-law is hereby enacted and passed by the directors of the Corporation as evidenced by the respective signatures hereto of all the directors.

DATED at the City of _____, this _____ day of __, 20_____.

Director

Director

Director

The foregoing By-law is hereby confirmed by the sole owner of the units as evidenced by the signature of its duly authorized officer in that behalf.

DATED at the City of _____, this _____ day of __, 20_____.

LIV DEVELOPMENTS LTD.

By: _____

Name:

Title:

I have the authority to bind the Corporation.

RULES

SIENNA WOODS CONDOMINIUM

RULES

1. QUIET ENJOYMENT
2. SECURITY
3. SAFETY
4. COMMON ELEMENTS
5. RESIDENTIAL UNITS
6. GARBAGE DISPOSAL
7. TENANCY OCCUPATION
8. PARKING

SIENNA WOODS CONDOMINIUM

RULES

The following rules made pursuant to the *Condominium Act, 1998*, S.O. 1998, c.19, as amended (the "**Act**"), shall be observed by all Owners. Reference to an "**Owner**" shall mean an owner of a Unit within the Condominium and the Owner's family, guests, tenants, agents, invitees or other occupants of the Unit, unless the context otherwise dictates, and "**Owners**" shall have a corresponding meaning. Provided further, however, that the Corporation shall in no circumstances be required to seek recourse for a breach of any rules against any such Owner's family, guests, tenants, agents, invitees or other occupants of the Unit, but nothing herein shall prevent the Corporation from seeking such recourse. Reference to "**Unit(s)**" shall have the same meaning as ascribed thereto in the Declaration.

1. Quiet Enjoyment

- (a) Owners shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Condominium Board (the "**Board**") or the property manager appointed by the Board (the "**Property Manager**"), may or does disturb the comfort or quiet enjoyment of the Units or the Common Elements (as defined in the Declaration of the Condominium) by other Owners.
- (b) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses thereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showings or other events to which the general public is invited shall be allowed in any Unit or the Common Elements without the prior written consent of the Board or the Property Manager.
- (d) Firecrackers or other fireworks are not permitted in any Unit or in the Common Elements.
- (e) Any repairs to the Units or the Common Elements shall be made only during reasonable hours.

2. Security

- (a) Owners shall supply to the Board the names of all residents and tenants of all Units.
- (b) Residents are to immediately report any suspicious person(s) seen on the property to the Property Manager or its staff.

3. Safety

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any Unit or on the Common Elements.
- (b) Owners shall not overload existing electrical circuits.
- (c) Water shall not be left running unless in actual use.
- (d) No Owner shall do or permit anything to be done in his Unit or on the Common Elements, or bring or keep anything therein which will in any way increase the risk of fire or the fire insurance premiums on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the local fire department, or with any insurance policy carried by the Corporation or any Owner, or conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.

4. Common Elements

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the property, including trees, shrubs, flowers or flower beds.
- (b) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the outside of the buildings (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the Common Elements, whatsoever, without the prior written consent of the Board.
- (c) No equipment shall be removed from the Common Elements by, or on behalf of, any owner or occupant of a Unit.
- (d) The passageways and walkways which are part of the Common Elements shall not be obstructed by any of the Owners or used by them for any purpose other than for ingress and egress to and from a Unit or some other part of the Common Elements.
- (e) Any physical damage to the Common Elements caused by an Owner shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner.
- (f) No building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements without the prior written approval of the Board, and no trailer, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained on the Common Elements.
- (g) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Property Manager requesting removal of such pet, permanently remove such pet from the property.
- (h) No one shall be permitted to cultivate or use tobacco or cannabis products or electronic cigarettes on or within the Common Elements.

5. Residential Units

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system of a Unit shall be used only for purposes for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage to other Units or the Common Elements resulting from misuse or from unusual or unreasonable use of such facilities within a Unit shall be borne by the Owner who, or whose tenant, family, guest, visitor, servant or agent, shall cause it.
- (b) No Owner or occupant shall make any plumbing, electrical, mechanical, structural or television cable alteration in or to his Unit without the prior written consent of the Board.
- (c) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way, without the prior written consent of the Board, the amperage of the existing circuit breakers in his Unit.
- (d) Each Unit shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided.
- (e) No immoral, improper, offensive or unlawful use shall be made of any Unit or the Common Elements. All municipal and other zoning ordinances, and all governmental laws, rules and regulations, shall be strictly observed.
- (f) Each Owner shall install, maintain and repair a smoke or similar fire detection device in his Unit.
- (g) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Property Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully cooperate with the Property Manager to provide access to each Unit for the

purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.

- (h) No awning, foil paper or shades shall be erected over, on or outside of the windows, patios, or terraces of the Units without the prior written consent of the Board.
- (i) No Owner shall be permitted to cultivate or smoke tobacco or cannabis products or electronic cigarettes within the Residential Units.

6. Garbage Disposal

- (a) All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration in accordance with the standards established by the garbage collection provider, as chosen by the Board, the Board and the Property Manager.
- (b) Garbage shall not be left by an Owner on the exterior portions of his Unit or on the Common Elements, except in the designated waste disposal containers maintained by the garbage collection provider.

7. Tenancy Occupation

- (a) No Unit shall be occupied under a lease or license arrangement for short-term, commercial, transient or hotel purposes, and in any event, no lease or license arrangement shall be permitted for a term that is less than six (6) months, without the prior written consent of the Board.
- (b) No Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the Unit, the Owner shall have complied with the requirements of the Declaration and the Act in respect of such proposed tenancy which shall include, without limitation, the delivery to the Corporation of a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgement in accordance with Schedule 2 attached hereto, and an executed copy of the Application/Offer to Lease and the lease itself.
- (c) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (b) above prior to the commencement date of the tenancy, and in compliance with Section 83 of the Act, any person or persons intending to reside in the Owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the within rules and with the Act.
- (d) Within seven (7) days of ceasing to rent his Unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the Unit, as the case may be), the Owner shall notify the Corporation in writing that the Unit is no longer rented.
- (e) The foregoing documentation, outlined in section 7(b) above, shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (f) All Owners shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged therefor.
- (g) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements.
- (h) The Owner shall supply to the Board his current address and telephone number during

the period of occupancy of his Unit by the tenant.

8. Parking

- (a) No motor vehicle parked upon any Common Elements shall exceed a height of two (2) metres. For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, sports utility vehicle, pick-up truck or motorcycle as customarily understood, and shall specifically exclude a trailer, boat, snowmobile and mechanical toboggan.
- (b) No vehicles, equipment or machinery other than motor vehicles shall be parked or left on any part of the Common Elements and, without limiting the generality of the foregoing, no parking areas shall be used for storage purposes. This provision shall not apply for the purposes of loading and unloading furniture or other household effects of the Owners provided that the length of time for such parking shall be limited to no longer than is reasonably necessary to perform the service.
- (c) Parking is prohibited in the following areas:
 - (i) fire zones and routes; and
 - (ii) the entranceways, roadways, service areas and other parts of the Common Elements not designated by the Board for the parking of a motor vehicle.
- (d) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements without the express written consent of the Property Manager or the Board.
- (e) Owners and occupants of Units shall not park in the visitor parking areas. A parking permit is required with respect to any motor vehicle parked on any area of the Common Elements designated as a "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board of Directors, the Property Manager and/or its designated agent. Owners are responsible for obtaining such a permit on behalf of their guests/visitors, in advance, from the Board, the Property Manager and or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of three (3) days. The permit must be visibly displayed on the left front dashboard of the motor vehicle.
- (f) All motor vehicles operated by Owners must be registered with the Property Manager. Each Owner shall provide to the Property Manager the licence numbers of all motor vehicles driven by residents of the Owner's Unit.
- (g) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of ten (10) km per hour. No motor vehicle shall be driven on any part of the Common Elements which is not a laneway, roadway, or a parking space.
- (h) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Property Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Within seventy-two (72) hours of written notice from the Property Manager or the Board, the owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Property Manager or the Board, in default of which the motor vehicle shall be removed from the property at the expense of the owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Property Manager or the Board, the vehicle may be towed without notice to the owner thereof and at the owner's expense.
- (i) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated only on the roadways within the Common Elements and in a manner so as not to disturb the other Owners. Bicycles and licensed mopeds shall be operated only on such roadways and in such manner as not to obstruct traffic. No mopeds or bicycles are permitted to be operated on sidewalks or walkways.
- (j) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex

without a proper operating licence.

- (k) In the event that a person shall park or use a motor vehicle in contravention of these Rules such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the owner thereof.

SCHEDULE 1

Tenant Information Form

Unit _____, Level 1, Brant Standard Condominium Corporation No. _____

Municipal Address: _____

Landlord's Name: _____

Landlord's Permanent Address: _____

Telephone: _____

Term of Lease: _____ months Commencement Date: _____

Attach a copy of the application/offer to lease and the lease itself.

Tenant's Full Name: _____

Social Insurance Number: _____

Driver's License Number: _____

Vehicle Plate Number: _____

Number of Occupants: Adults _____ Children _____ Total _____

Adults Full Names: _____

Children's Full Names: _____ Age _____

_____ Age _____

_____ Age _____

Tenant's Present Address: _____

Telephone: _____

Employer: _____

Business Address: _____

Business Telephone Number: _____

Name of Nearest Relative: _____

Nearest Relative's Address: _____

Telephone: _____

DATED at _____, this _____ day of _____.

Tenant's Signature

Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgement

Brant Standard Condominium Corporation No. _____

I/WE, _____,
the undersigned, as tenant(s) of Unit __, Level 1, (the "Unit"), according to Brant Standard Condominium Plan No. _____, do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the Unit that I/we shall comply with the provisions of the *Condominium Act, 1998*, S.O. 1998, c.19 (the "Act"), and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said Brant Condominium Corporation No. _____ (the "**Corporation**"), during the term of my/our tenancy, and will be subject to the same duties imposed by the above as if I/we were the owner of the Unit, except for the payment of common expenses, unless otherwise provided by the Act.

I/We acknowledge that I am/we are subject to the provisions contained in the said Act, Declaration, By-Laws and Rules of the Corporation.

I/We further acknowledge receipt of the Declaration, By-Laws and Rules of the Corporation.

I/We intend to occupy the Unit with the persons named above as our principal residence for the stated term of my/our lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein and their children will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge and understand that in the event that I/we or any child residing in the Unit or any guest or visitor thereof contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, I/we will be responsible for such contravention and, further, my/our tenancy may be terminated in accordance with the provisions of the Act.

DATED at _____, this _____ day of _____, .-

Tenant's Signature

Tenant's Signature

BY-LAW No. 2

BRANT STANDARD CONDOMINIUM CORPORATION NO. _____

BY-LAW NO. 2

Be it enacted as a by-law of Brant Standard Condominium Corporation No. _____ (hereinafter referred to as the "Corporation") as follows:

1. The directors of the Corporation may from time to time:
 - (a) borrow money on the credit of the Corporation;
 - (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertaking, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;
 - (c) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this By-law to such extent and in such manner as the directors shall determine at the time of such delegation;
 - (d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;

provided that any borrowing (i) for expenditures not listed in the budget of the Corporation for the current fiscal year, or (ii) which would result in total borrowing aggregating more than TEN THOUSAND DOLLARS (\$10,000.00) shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

The foregoing By-law is hereby enacted and passed by the directors of the Corporation as evidenced by the respective signatures hereto of all the directors.

DATED at the City of _____, this ____ day of _____, 20 ____.

Director

Director

Director

The foregoing By-law is hereby confirmed by the sole owner of the units as evidenced by the signature of its duly authorized officer in that behalf.

DATED at the City of _____, this _____ day of ____, 20 ____.

LIV DEVELOPMENTS LTD.

By: _____
Name:
Title:

I have the authority to bind the Corporation.

BY-LAW No. 3

BRANT STANDARD CONDOMINIUM CORPORATION NO. _____

BY-LAW NO. 3

Be it enacted as a by-law of Brant Standard Condominium Corporation No. _____ (hereinafter referred to as the "Corporation") as follows:

1. the entering into by the Corporation of a management agreement with Property Management Guild Inc, with respect to the management of its property, in the form annexed hereto as Schedule "A", is hereby authorized and the said draft agreement is hereby approved;
2. any two directors or any one director together with any one officer of the Corporation are hereby authorized and directed on behalf of and in the name of the Corporation, to execute and deliver either under the corporate seal of the Corporation or otherwise, agreements in the form of the said draft agreements, with such amendments thereto as they may approve, the execution by the said two directors or any one director together with any one officer of the said agreements to be conclusive evidence of such approval; and
3. any one director or officer of the Corporation is hereby authorized and directed on behalf of and in the name of the Corporation, to do all other acts and things and to execute and deliver all such other documents, either under the corporate seal of the Corporation or otherwise, as may in his opinion be necessary or desirable to give effect to the foregoing.

The foregoing By-law is hereby enacted and passed by the directors of the Corporation as evidenced by the respective signatures hereto of all the directors.

DATED at the City of _____, this ___ day of _____, 20__.

Director

Director

Director

The foregoing By-law is hereby confirmed by the sole owner of the units as evidenced by the signature of its duly authorized officer in that behalf.

DATED at the City of _____, this ___ day of _____, 20__.

LIV DEVELOPMENTS LTD.

By: _____
Name:
Title:

I have the authority to bind the Corporation.

Schedule "A"

CONDOMINIUM MANAGEMENT AGREEMENT

A G R E E M E N T

BETWEEN:

BRANT CONDOMINIUM CORPORATION No. _____
620 Colborne St., West
Sienna Woods East & West
(hereinafter called the "Corporation")

O F T H E F I R S T P A R T

and -

PROPERTY MANAGEMENT GUILD INCORPORATED
(Hereinafter called the "Manager")

O F T H E S E C O N D P A R T

WHEREAS the Corporation has been created pursuant to the Condominium Act, 1998, as amended.

AND WHEREAS the Corporation desires the Manager to manage the Property and Assets of the Corporation and the Manager desires to do so according to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation appoints Property Management Guild Incorporated and Property Management Guild Incorporated hereby accepts appointment as the exclusive Manager of the Property and the Assets of the Corporation on the terms and conditions hereinafter set forth.

DEFINITIONS:

- "Owner(s)" shall include all Owners, residents and other occupants of a unit and their families, guests and invitees.
- "Manager" shall include the Manager's employees.
- "Corporation" shall include the Declarant of a proposed condominium, if this agreement is entered into by the Declarant in anticipation of registration of the Declarant's condominium, until such time as the condominium is registered at which time the "Corporation" shall be the condominium Corporation registered by the Declarant.
- Unless a contrary intent is expressed in this Agreement the terms used herein shall have ascribed to them the definitions contained in the Act.
- Headings are for convenience only and shall not affect the interpretation of this Agreement.

1. **NOMENCLATURE:**

The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998, as amended, and the Regulations made there under, (The Act and Regulations are hereinafter referred to as "the Act").

2. **COMMENCEMENT:**

The Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent, subject to the overall control of the Corporation by the Board of Directors and to the specific provisions hereof, to manage the property commencing on the 1st day of registration and shall remain in force for a period of one (1) year and thereafter shall continue in force from year to year unless one party gives to the other at least sixty (60) days written notice to expire to the end of the term of this agreement, or unless sooner terminated in accordance with the provisions of paragraph 8 or as otherwise provided by law, for the purpose thereof, in the name of the Corporation, to act in its behalf in carrying out the duties of the Manager as herein set out, and to enter into such contracts and agreements in the name of the

Corporation, as may be necessary in the performance of such duties.

3. MANAGEMENT STANDARDS:

a) The Manager hereby accepts such appointment and agrees to manage the property on behalf of the Corporation in a faithful, diligent and honest manner and subject to the direction of the Board.

b) The Manager acknowledges that it is familiar with the terms of the Act, Declaration and By-Laws registered pursuant to the Act and the Rules of the Corporation and that its management of the property shall be subject to the specific instructions of the Corporation as expressed by its Board.

c) The Manager agrees to respond to the questions/requests of the Board of Directors in a timely and expeditious manner.

4. MANAGER'S DUTIES:

The Manager shall utilize its experience and knowledge to assist the Board of Directors of the Corporation in the management, supervision, control and administration of the Property and of the assets of the Corporation. In this regard, the Manager accepts the relationship of trust and confidence established between itself, the Board of Directors, and the Owners by virtue of entering into this Agreement. The Manager covenants to manage the property and the assets of the Corporation in a faithful, diligent and honest manner and furnish its best skill and judgment and to cooperate in furthering the interests of the Corporation. The duties of the Manager shall not include the duties of the Officers of the Corporation set forth in the Declaration or By-Laws of the Corporation except as specifically otherwise set out in this agreement. The Manager in the performance of its duties hereunder shall:

a) ENFORCEMENT:

The Manager shall immediately become familiar with all of the provisions set out in the major agreements, resolutions, policies and professional opinions applicable to the Corporation and use its best efforts, in co-operation with and in consultation with the Board, to enforce the terms of the Act, the Declaration, By-Laws and Rules and any amendments thereto which presently exist or which may be hereafter made and made known to the Manager in writing. To take such action within its power short of legal action to enforce the terms of the Act, the Declaration, the By-Laws, and the Rules and amendments to any of the foregoing which may be in force from time to time subject to the direction of the Board, and to instruct legal counsel as directed by the Board, provided that all legal expenses and court cost incurred to enforce the said terms shall be borne by the Corporation.

b) ADVISE BOARD:

Advise and consult with the Board with respect to any further By-Laws and Rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the property for the common benefit of the unit Owners and as may be beneficial under the Condominium Act 1998 and Regulations passed pursuant thereto and all future changes.

c) INFORM OWNERS:

Forthwith communicate to all Owners the text and importance of any By-Laws and Rules and prepare and distribute newsletters to all Owners at regular intervals upon being directed to do so by the Board, provided that the content of such newsletters shall be provided and/or approved by the Board. Such photocopying costs and postage incurred shall be borne by the Corporation.

d) CORPORATE REGISTER:

Prepare, maintain and keep current the Corporation's register in accordance with the Act and to use its best efforts to keep an up-to-date record of the names and addresses of all unit Owners and of any tenancies of which it has knowledge. If the Corporation receives notices or written communication from registered mortgagees or any other persons claiming an interest in the unit, the Corporation shall forthwith communicate that information to the Manager.

e) NOTICE OF MEETINGS:

Notices for the meetings with the Board of Directors will be distributed not less than ten days prior to the scheduled meeting. The place date and time shall be confirmed by the Board. At the direction of the Board, schedule and arrange facilities for, and be present at, all annual, general or special meetings of the Owners and deliver to the Owners such notices and other information as is required in connection with the holding of such meetings provided that rental fees, printing costs, envelopes, postage and photocopying and other expenses relating to the calling and the holding of such meetings shall be borne by the Corporation. The Manager shall prepare notices of meetings and other information in sufficient quantity for distribution to all persons entitled to receive same. The Manager will attend the Annual General Meeting of the Owners and a predetermined number of Board meetings, as few as 1 and not exceeding 6 during the Corporation's fiscal year. For each recalled Annual meeting due to no-quorum that the Property Manager attends they will be compensated \$100 for their time and travel by the Corporation.

f) INFORMATION AND REQUEST FOR SERVICE:

The Manager is to receive in writing (except in case of emergency) and coordinate the disposition of, requests for information and service concerning or relating to the duties and obligations of the Manager as provided by this Agreement, in all cases referring to the Board of Directors such requests as involve policy decisions or interpretations of the Act, the Declaration, By-Laws or Rules and Regulations of the Corporation. A copy of correspondence issued and/or received by the Manager will be forwarded to the Board at the Manager's expense.

g) MINUTE BOOK AND RECORDS:

The minutes will be written by the Manager. The minute book, records and files are to be maintained at the office of the Manager. Minute book and records will be made available at reasonable times and at the Manager's place of business or such other reasonable location as the Manager may direct, whenever requested by an Owner of the Corporation, and/or other designated representatives upon receipt of proper identification, all books and records pertaining to the operation of the Property and the business of the Corporation as may be permitted or required by the Act.

The owner or requester shall reimburse the Manager for all reasonable costs it incurs, including but not limited to, photocopying and labour, in respect of permitting such access. All books and records including but not limited to contracts, files, plans, drawings, specifications, architectural and engineering documents, manuals, and correspondence kept in relation to the management of the Corporation shall be the property of the Corporation and upon termination of this Agreement shall be forthwith surrendered to the Corporation or to a representative of the Corporation, designated in writing.

Any time during the term of this Agreement and any renewal period, the said books of account and records shall be accessible to the Board of Directors and the officers of the Corporation, who shall have free access at all reasonable times to inspect and examine same. The Act defines what documents need to be kept and for how long. Documents that exceed that timeframe and are deemed not necessary to keep will be destroyed unless requested to have them brought to the site for self-storage. Documents that are required to be kept will be limited to 4 boxes at no additional charge. Any additional boxes of required material will be brought to the corporation for storage or, if you choose, to an off-site location where the rate of storage will be charged to the Corporation.

h) SECRETARIAL SERVICES:

To type minutes of meetings of the Board of Directors, the minutes of the Annual General Meeting and special meetings of the Corporation and to provide a copy of the minutes to the members with the Board of Directors at no additional charge to the Corporation within 10 working days.

Secretarial service is available for special general or annual general meetings of the Corporation under this Agreement at a cost to the Corporation of, currently, One Hundred and Fifty Dollars (\$150.00) or such other rate to be negotiated.

When extra copies of correspondence or reports are requested by the Board above those that are stated to be at the expense of the Manager in this agreement the costs incurred by the Manager for reproducing and providing them shall be at the expense of the Corporation.

i) MAINTENANCE AND REPAIRS:

Repair and maintain or cause to be so repaired and maintained at the expense of the Corporation, those parts of the property and assets which require repair and maintenance by the Corporation in accordance with the provisions of the Declaration and By-Laws and without limiting the generality of the foregoing, such repair and maintenance as budgeted and approved by the Corporation shall include the proper care of all common element lawns and landscaped areas; snow clearing; the keeping of the common elements in a neat and tidy condition, including the removal of litter there from; the keeping of all electrical wiring circuits and lighting in the common elements in good working order; providing for the removal and disposal of garbage; arranging for the employment of staff (all such on-site personnel shall be employees of the Corporation and not of the Manager) or contractors considers necessary to carry out the work contemplated herein all at the expense of the Corporation. The Manager may contract on behalf of the Corporation any person firm or Corporation to perform any work or services for the Corporation within the scope of the Manager's duties under this agreement subject however any contract to perform work or services entered into by the Manager shall be for a reasonable consideration usual in the industry and be budgeted for by the Corporation. In the event that any contract for work or services shall be for a consideration in excess of that usual in the industry or in excess of that budgeted for by the Corporation, then prior to entering into such contract the Manager shall first obtain a resolution of the Board approving such contract. Notwithstanding anything to the contrary that may be contained within this Agreement, either directly or implied, it is understood that the Managers shall not be responsible for reading meters, issuing invoices, collection of accounts for sub-metered utilities or any additional administrative duties that may relate to such sub-metered utilities.

j) FINANCIAL RECORDS AND REPORTING:

Keep accurate accounts of the financial transactions involved in the management of the property.

To provide the Board of Directors at the expense of the Manager, with monthly and year-to-date itemized unaudited financial statements showing:

1. Corporation income on a cash or an accrual basis;
2. dollar amount of common expenses collected;
3. dollar amount of each disbursement as compared with budget expenses by budget categories;
4. the units of the Corporation who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency;
5. the units and amounts of all other delinquent accounts;
6. particulars of accounts, term deposits, certificates and any other instruments respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principals;
7. particulars of significant variations from budget;
8. the month's balance sheet, income and expense statement;

All accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation shall be in accordance with the reasonable requests of the Corporation's auditors as to format and shall be provided within the reasonable time limit prescribed by the Corporation's auditors.

If requested by the Board provide on a monthly basis with a copy of the following:

- A. General bank statement;
- B. Reserve Fund bank statement;
- C. Bank Reconciliation for the General Account;
- D. Bank Reconciliation for the Reserve Account;

(i) DISBURSEMENTS:

To make payments of all accounts properly incurred by or on behalf of the Corporation with the approval of the Board. Invoices are to be presented to the Board at their meetings for review other than Board approved preauthorized payments.

(ii) EMPLOYEE RECORDS:

If applicable, execute and file all returns and other instruments and do and perform all acts required of the Corporation as an employer of on-site personnel (on-site personnel shall be

employees of the Corporation and not of the Manager. All salaries, taxes and other expenses payable on account of such employees shall constitute common expenses of the Corporation and not expenses of the Manager) in respect of employment insurance contributions and deductions, Canada Pension Plan contributions and payments, the income Tax of Canada and any other employee and employer contributions or payments required under any social, labour or tax legislation enforced from time to time. The Manager shall maintain proper payroll records with respect to all employees of the Corporation.

k) COMMON ELEMENT ASSESSMENT:

Use every effort to collect and receive all monies payable by the Owners under the Declaration and By-laws, payable to and on behalf of the Corporation, provided that any legal/collection expenses incurred in the collection of said monies shall be borne by the Corporation, all such monies shall forthwith be deposited in the Condominium Corporation's account, at the Chartered Bank that the Manager is currently using.

The Manager shall provide the Corporation with appropriate banking documentation to be executed by the Corporation's Directors indicating the authorized signing officers of the Corporation who shall sign all cheques drawn on the Corporation's accounts. Standing authorization may be provided by the Board to the Manager for the payment of regular payments and utility accounts or any other accounts as may be authorized by the Board from time to time.

l) COMMON ELEMENT ASSESSMENT ARREARS:

The Manager shall prepare a monthly listing which shall disclose all units who are in arrears of common element assessment, the dollar amounts of such arrears. The Manager shall, in addition to its covenant to enforce the By-Laws of the Corporation as hereinbefore contained, actively pursue the collection of outstanding common expenses from Owners (and where appropriate under Section 87 of the Act, tenants) with a view to reducing these receivables to the lowest minimum monthly balance and without incurring additional cost save in those instances where legal action including registration of Certificates of Lien pursuant to Section 85 and 86 of the Act is required. The Corporation will reimburse the Manager for correspondence issued by registered mail and/or by courier.

It is understood that the Manager shall instruct the Corporation's solicitor to register a Certificate of Lien in the appropriate Land Registry Office at least two (2) weeks prior to the limitation prescribed in the Act or as directed by the Board of Directors, after the date on which the Owner first defaults. Within sixty (60) days of the arrears first arising, the Manager shall send, by way of regular mail, at least one (1) written notice of the Lien pursuant to Section 85(4) of the Act to any Owner in default of his/her contributions, in the form prescribed under the Act and shall forward a copy of same, with evidence that notice was sent, to the Corporation's solicitor with instructions to lien the unit. In the event the Manager fails to instruct the Corporation's solicitor to register a Certificate of Lien covering the arrears of common expenses, interest charges and legal costs within the time specified above, resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable to the Corporation for such cost. This provision shall survive the termination of this Agreement.

The Corporation's solicitor shall not be instructed by the Manager to commence power of sale or foreclosure proceedings without the Manager first obtaining the approval of the Board of Directors.

m) STATUS CERTIFICATES:

Prepare for execution by the Corporation or, where a resolution of the Board has been made, by the Manager, under corporate seal, Status Certificates in the form prescribed by regulation pursuant to the Act and to issue and provide Status Certificates together with the statements and information required pursuant to the Act to any person or persons entitled to same under the Act within the time permitted for the delivery of such certificates, statements and information prescribed in the Act.

The Manager is responsible for the accuracy and completeness of all information contained in the status certificate, however, the Manager shall not be liable for any information within the knowledge of the Board that is not communicated to the Manager and which should be included in the Status Certificate. The Manager shall be entitled to charge a fee to the requester equivalent to the fee prescribed by regulation pursuant to the Act for the preparation and issuance of the status certificate. The photocopying of the accompanying Corporation's documents shall be borne by the Corporation.

n) INSPECTIONS:

Make inspections of the common elements, taking action on deficient items as they are discovered or informed of by residents and are deemed reasonably necessary between the Manager and the Corporation.

o) INSURANCE:

Arrange for and ensure that the policies of insurance are properly placed without lapse in coverage and to arrange for any appraisal in connection therewith which may be required by the Insurer, the Condominium's documents or the Board and ensure payment for insurance required by the Corporation in accordance with the Act, Declaration and By-Laws as directed by the Board. The Manager to arrange for comprehensive liability insurance on the Property to a limit of not less than \$3,000,000.00 inclusive and further agrees that the Manager shall be named as an insured party along with the Corporation as their interest may appear in each such policy or policies which shall provide protection against any claims for personal injury, death or property damage or loss for which either the Corporation or the Manager might be held liable as a result of their respective obligations, and the Corporation further agrees, if so requested, to provide the Manager with a Certificate of Insurance in respect of any such policy which shall include an understanding that the Insurer will provide the Manager with at least ten (10) days prior written notice of cancellation or any material change in the provisions of any such policy.

To take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its representatives are made aware and may result in:

1. any claim by the Corporation under any of its insurance policies
2. any claim by the Corporation against an Owner for damage resulting from the owner's default in the performance of an obligation to maintain and repair; or
3. any other claim by or against the Corporation.

To monitor and report to the Board, or if prompt action is required, to an appropriate officer of the Corporation, developments in the processing of insurance or other claims by or against the Corporation, and see that the rights of the Corporation in respect of such claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss.

p) ADDITIONAL COSTS:

Any legal action initiated by the Corporation or against the Corporation by another party and/or any action initiated by the Corporation or another party in the connection with inherent building defects, Declaration, By-law and/or Rule infractions, Reciprocal Agreements, (or similar agreements) and reports required by the Act to be sent into/by a government agency which results in a material increase in time, labour and material required by the Manager shall be billed to the Corporation as additional charges in excess of the fees as specified in this agreement. Any billing pursuant to this section shall be negotiated and approved in advance in writing by the Board of Directors and supported by adequate time docket and shall be charged at the Manager's hourly rate and, if applicable, staff members' hourly rate in effect at such time.

q) PURCHASE OF SUPPLIES:

Purchase on behalf of the Corporation such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property. All such purchases and contracts shall be in the name of and at the expense of the Corporation.

r) AUDITS:

To remain available to advise and consult with the Corporation's auditors as required by the Board and as required by the auditors.

s) FIDELITY BOND:

The Manager shall obtain and maintain a fidelity bond for and in respect of any of its employees or representatives dealing in any manner whatsoever with the trust accounts or monies of the Corporation in an amount of not less than \$200,000.00 per occurrence with loss payable to the Corporation. The fidelity bond shall not be terminable by either the insurer or the Manager unless ninety (90) days written notice of cancellation has been personally delivered to an officer of the Corporation other than the Manager

t) MANAGER'S AFFILIATIONS:

The Manager shall not perform any work or services for the Corporation not within the scope of the Manager's duties. The Manager does not have any connection or affiliation with any other contractors or trades. If this changes in the future the change will be disclosed to the Board prior to hiring the said contractor or firm.

u) RESERVE FUNDS:

To deposit with a Canadian chartered bank to the credit of and in the sole name of the Corporation in a separate account as the reserve for major repair and replacement of the common elements and assets of the Corporation, on an annual or a monthly basis, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its annual budget statement for the establishment of the reserve fund.

Arrange, at the expense of the Corporation, Reserve Fund Study and subsequent updates in accordance with the Act setting out the amounts that, calculated on the basis of expected repair and replacement costs and life expectancy of things comply with the requirements of Section 93 of the Act and any subsequent statutory requirements. In addition, the Manager shall develop and monitor an investment program as approved by the Board to obtain the highest possible return on all revenues of the Corporation including interest accumulating in surplus cash and in long-term reserve accounts and, in this endeavour, the Manager shall invest surplus cash and reserves in interest-bearing accounts, term deposits, or other eligible security as prescribed by the Act, as directed by the Board of Directors provided that such investments are limited to those investments guaranteed by the Government of Canada, Canadian Provincial Governments or Deposits of any kind which are fully insured by the Canadian Deposit Insurance Corporation. The Manager shall bring to the Board for approval all transactions respecting the Reserve Fund and recommendations when appropriate to transfer from operations account any un-allocated surplus prior to the year end to the reserve account until such times as the reserves are deemed to be adequate.

v) BUDGET:

The Manager shall provide , no less than 45 days prior to the beginning of each fiscal year during the currency of this agreement, to the Board in writing an estimated budget for the following year setting forth by categories the Manager's best estimate of all expenses of operation of the property for the coming year including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electric rates, costs of all repairs, renewals, maintenance and supervision of the property. Upon request of the Board or whenever, in the opinion of the Manager and with Board approval, any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the property for the then remaining portion of the fiscal year. The Manager will at all times hold itself available for consultation with the Board for the purpose of establishing or revising the common element assessment to be paid by the Owners under the provisions of the Declaration and By-laws.. The Manager shall not be responsible for any deficit in the budget occurring in any fiscal year arising as a result of unforeseeable circumstances, (e.g. utility increases) or as a result of reductions in the budget required by the Board.

w) EMERGENCY AND NIGHT SERVICE:

The Manager will at all times keep the Board and all Owners advised of the telephone number or numbers at which the Manager and/or an agent of the Manager may be reached during normal business hours in respect of any infraction of the Act, Declaration, By-Laws or Rules or at any time during the day or night in respect of any emergency at the property and the Manager will make arrangements to deal promptly with such infraction(s) and immediately with any emergency arising in connection with the maintenance and operation of the property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency, significant accident or any persistent, flagrant or serious violation of the Act, Declaration, By-Laws or Rules. The Manager shall in its discretion determine whether an emergency is of a minor or major nature.

x) GENERAL AUTHORITY:

Subject to approval of the Board either for specific contracts and agreements or for certain classes of contracts or agreements, generally to do and perform and where desirable contract as agent for and in the name of the Corporation for all things desirable or necessary for the proper and efficient management of the Property (including the giving of proper attention to any

complaints and endeavouring as far as is economical to reduce waste) and to perform every other act whatsoever in or about the Property to carry out the intent of this agreement provided, provided that, the Manager shall not authorize any work, repairs, alterations or maintenance estimated to cost in excess of \$2,000.00 on for any one item or project without first obtaining the Board's approval to proceed with such work except for monthly or recurring operating charges, and provided further that in the case of any work, repairs, alterations or maintenance estimated to cost in excess of \$2,000.00 the Manager shall obtain the prior approval of the Board.

For all such expenditures that require the approval of the Board, at least three quotations will be obtained by the Manager for the Board's review, if requested. Where the Board's approval is required the Board shall provide its approval or other direction to the Manager within seven (7) days of receipt, whether verbal or written, of the Manager's request for approval. In the event the aforementioned approval or other direction is not provided within the said seven (7) day period it shall be deemed that the Manager may use its sole discretion.

Furthermore, if in the Manager's opinion there exists a hazardous situation which could cause immediate personal injury or damage to the Property of the Corporation or its equipment or contents or which could impair the value of the Owners' investment or which could cause the suspension of any service to the Corporation at a time when the Corporation or its representatives cannot be reasonably located for the purpose of giving approval for such work, or if failure to do such work might expose either the Corporation or the Manager or both to the imposition of penalties, fines, imprisonment or any other substantial liability, then the Manager is hereby authorized to proceed with such work in its discretion it reasonably determines to be urgently necessary for the protection and preservation of the Property of the Corporation or its equipment or contents or the Owners' investment therein or to protect the Corporation or the Manager from exposure to fines, penalties, imprisonment or any other substantial liability, subject always to Sections 89-90, 91-92 of the Act and any subsequent equivalent provision.

The Manager shall in the case of an emergency situation report to the Board as soon as possible.

y) ACCESS TO UNITS:

If applicable and subject to the relevant provisions of the Act, the Declaration and By-Laws, the Manager and its agents, servants and employees may enter a unit or exclusive use area of the common elements in order to perform its duties hereunder, provided always that the Manager shall give reasonable notice to the unit owner of its intention to enter the unit or exclusive use area. The Manager, in any emergency situation, may enter any unit, upon such reasonable notice as may be possible in the circumstances, with or without the consent of the Owner to perform such work or repairs as it reasonably determines to be urgently necessary for the protection and preservation of the Owners and the Property and the assets of the Corporation for any equipment or chattels, or to protect the Corporation and the Manager from exposure to fines, penalties, imprisonment or any other liability provided that in the event such entry is made, the Manager shall use reasonable efforts to ensure that at least two people are present in the unit for the entire duration of the entry.

z) UNIT REPAIRS:

Notwithstanding any other provision of this Agreement, the Manager is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners individually, save and except in those circumstances where the Corporation has a legal obligation to repair the units after damage in accordance with the Act upon the express written direction of the Board

5. CORPORATION'S OBLIGATIONS:

a) MANAGER'S COMPENSATION:

Pay to the Manager, monthly, on the first business day of each and every month during the currency of the agreement, for its Managerial services as herein before set out fees in the amount of \$19.99 + tax per unit per month by preauthorized payment from the 1st day of registration to the last day of the preceding month the following year and each succeeding anniversary of this agreement, the then current management fee shall be increased by a percentage equal to the cost of living change from the same month of the immediately preceding year as determined by Statistics Canada's last monthly published Consumer Price Index or by 3% whichever is greater.

It is agreed and understood that the Manager shall be additionally compensated at the rate of, currently, One Hundred Dollars (\$100.00) or such other rate to be negotiated per hour per person including travel time for its attendance at courts, hearings, legal interviews, tribunals, municipal council and committee meetings, warranty hearings and related site attendance and Corporation membership meetings reconvened due to lack of quorum at the first calling of such meeting and all other duties not expressly set out herein. Said fee shall not include legal and audit expenses or liability or insurance premiums or any cost of performing any of the services set out in paragraph 4 (i) hereinbefore which services shall be an additional cost state in this agreement as being borne by the Corporation.

b) ADVANCEMENT OF FUNDS BY THE MANAGER:

Nothing herein contained shall be construed to obligate the Manager to make any advance for the account of the Corporation.

c) DELIVERY OF DOCUMENTS:

Deliver to the Manager copies of all documents, books, plans, records, corporate seal which may be required by the Manager in the execution of its duties and provide copies of all Rules forthwith after passing by the Board.

d) LIAISON OFFICERS:

The Corporation shall advise the Manager in writing from time to time as required the names of those officers, directors or other representatives who are authorized to act for and on behalf of the Corporation to enable the Manager to consult with the Corporation or obtain the Corporation's approval before proceeding with any work, act or actions when such work, act or actions does not fall within the Manager's discretion as set out in this agreement. The Board may designate from time to time an individual(s) in addition to the President who shall be authorized to deal with the Manager on any matter relating to the management of the property, and if such designation is made, the Manager is directed not to accept directions or instructions with regard to the management of the property from anyone else. In the absence of any designation by the Board, or if a designation is revoked then until another designation is made, the President of the Board shall have sole authority. The Corporation agrees to cooperate with the Manager to the extent required to perform expeditiously, efficiently and economically the management services required under this Agreement and to provide with such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require.

e) BONDING:

If the Manager is required by the Corporation to be bonded the Corporation shall name the Manager as an officer of the Corporation and shall so inform the Corporation's Bond Agent at the time this agreement commences.

f) INDEMNIFICATION:

The Corporation shall, during and after the termination of this Agreement, indemnify and save the Manager completely free and harmless from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected to the Property and from all claims, actions, obligations, liabilities, costs, expenses and fees arising by reason of any cause whatsoever as a result of or related to, the Manager carrying out the provisions of this Agreement or acting upon the directions of the Corporation and defend at the expense of the Corporation all suits which may be brought against the Manager on account, unless as a result of the Manager not fulfilling its obligations under this agreement or the negligence, illegal act, or fraud of the Manager. The manager agrees to indemnify the Corporation in the same manner. The Corporation shall obtain and maintain adequate Directors and Officers Liability Insurance which shall include the Manager as a named insured.

The Manager shall obtain and maintain adequate Errors and Omissions Insurance against the Manager's liability to the Corporation.

6. OTHER BUSINESS:

Nothing in this agreement shall be construed to prevent or restrict the absolute right of the Corporation or the Manager to engage in, or to enter into, any other business, venture contract other than a contract which may conflict with, or negate, this agreement on their own behalf or

on behalf of others.

7. TERMINATION OF CONDOMINIUM:

Upon termination of the government of the property by the Act this agreement shall terminate and all obligations of the Manager shall cease and the Corporation shall pay to the Manager any monies due to it up to the date of the registration of the terminating documents.

8. TERMINATION OF AGREEMENT:

a) The Corporation may terminate this agreement without cause on or before the first of the any month giving sixty (60) days notice in writing to the Manager, provided that such notice to terminate is approved by the Board of Directors at a meeting called to vote on the authorization of such termination by a Resolution passed at such meeting.

b) The Manager may terminate this Agreement upon giving sixty (60) days' notice in writing to the Corporation or to any liaison officers of the Corporation, indicates such termination.

c) Upon termination of this agreement the Manager shall deliver to the Corporation all contracts, records, files, cancelled cheques, post-date cheques, from the Corporations, and any and all other plans, documents or information pertinent to the continuing operation of the property within fourteen (14) business days of the termination period of this agreement provided that such records, documents etc., are in the possession of or under the control of the Manager.

9. NOTICES:

All notices required or permitted to be given hereunder shall be sufficiently given:

- a) to the Corporation if signed by or on behalf of the party so giving notice hereunder and delivered or mailed by prepaid registered post to the secretary of the Corporation at such address as the Corporation may from time to time designate by written notice pursuant hereto;
- b) to the Manager if signed by or on behalf of the party so giving notice hereunder and
- c) delivered or mailed by prepaid ordinary post or prepaid registered post to the Manager at

801 Mohawk Road West Suite 101, HAMILTON ONTARIO, L9C 6C2

or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

d) to the unit owner if signed by or on behalf of the party so giving notice hereunder and delivered or mailed by prepaid ordinary post or prepaid registered post to the unit owner at the address of the unit or to the last known address of the owner.

e) all such notices shall be deemed to have been received on the business day next following the date of such mailing.

10. PLANS AND SPECIFICATIONS:

Any plans, drawings, specifications and architectural or engineering assistance which may be reasonably necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement shall be provided at the expense of the Corporation; provided, that the Board or its designated representative shall authorize the retaining of any such assistance before any expense is incurred.

11. NON-REGISTRATION OF AGREEMENT:

The Manager agrees not to register or cause this Agreement or notice thereof to be registered against the title to any unit, or any part of the common elements of the Property.

12. CHANGE OF ADDRESS:

The Manager shall cause to be prepared a Notice of Change of Address and Change of Address for Service to be filed against title to the Corporation, changing such addresses to the address of the Manager, at the Corporation's expense and the Board shall authorize and arrange for its officers to execute such documents as may be required to give effect to this provision

BY-LAW No. 4

BRANT STANDARD CONDOMINIUM CORPORATION NO. _____
BY-LAW NO. 4

Be it enacted as a by-law of Brant Standard Condominium Corporation No. _____
(hereinafter referred to as the "Corporation") as follows:

A BY-LAW AUTHORIZING ELECTRONIC VOTING BY UNIT OWNERS

RECITALS:

1. **WHEREAS** Section 52(1)(b)(iii) of the *Condominium Act, 1998* (Ontario), as amended (the "**Act**") authorizes voting at meetings of unit owners by a recorded vote that is indicated by telephonic or electronic means, if the by-laws so permit;
2. **AND WHEREAS** Section 52(1.1) of the Act defines "telephonic or electronic means" as any means that uses the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, fax, e-mail, automated touch-tone telephone system, computer or computer networks;
3. **AND WHEREAS** Section 56(1)(c.1) of the Act provides that the board of directors may authorize, by by-law, the methods permitted for holding a recorded vote;
4. **AND WHEREAS** the board of directors have determined it is desirable to permit owners to vote by electronic means;

NOW THEREFORE BE IT ENACTED as a By-law of the Corporation as follows:

1. Notwithstanding any provision in the Corporation's By-Laws restricting methods of voting, in addition to all methods currently permitted for holding a vote or a recorded vote, votes for all questions proposed for consideration of the owners at a meeting of owners may also be indicated by telephonic or electronic means if the Corporation makes available to owners a medium by which owners are able to cast a recorded vote by telephonic or electronic means (the "**e-voting system**").
2. Votes cast by electronic voting shall be deemed a ballot (the "**e-ballot**") for the purpose of any vote conducted at the meeting at which the e-ballot was cast.
3. The e-voting system shall set forth each question proposed for consideration that will be the subject of a vote at a meeting of owners, including the opportunity to vote in favour or against each question and/or in favour of each candidate for election to the board of directors.
4. The e-ballot is valid only for one meeting of the owners and expires automatically after the completion of the meeting of owners.
5. Only an owner of a unit may cast an e-ballot and the e-voting system does not authorize another person to cast votes on behalf of an owner.
6. The e-voting system shall authenticate the owner's identity.
7. The e-voting system shall authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.
8. The e-voting system shall separate any authentication or identifying information of the owner from the e-ballot, rendering it impossible to trace an e-ballot to a specific owner.
9. The e-voting system shall produce an electronic receipt for each owner who casts an e-ballot, which shall include the specific vote cast, and the date and time of submission (the "**Receipt**"). The e-voting system will retain an electronic record of the time and date an owner casts the e-ballot.
10. An electronic report automatically generated by the e-voting system which tabulates votes may be relied upon and counted by the scrutineers and/or chairperson at a meeting of owners for the purpose of tabulating votes for all questions proposed for consideration of the owners at the meeting of owners (the "**Electronic Voting Record**").
11. The Electronic Voting Record shall be deemed to be a ballot for the purpose of the Corporation's obligation to maintain records in accordance with the Act.
12. The e-ballot shall be counted towards quorum as if an owner were present at the meeting.

The foregoing By-law is hereby enacted and passed by the directors of the Corporation as evidenced by the respective signatures hereto of all the directors.

DATED at the City of _____, this ___ day of _____, 20__.

Director

Director

Director

The foregoing By-law is hereby confirmed by the sole owner of the units as evidenced by the signature of its duly authorized officer in that behalf.

DATED at the City of _____, this ___ day of _____, 20__.

LIV DEVELOPMENTS LTD.

By: _____

Name:

Title:

I have the authority to bind the Corporation.

SCHEDULES

Sections 73 and 74 of the Condominium Act, 1998

Rescission of agreement

73 (1) A purchaser who receives a disclosure statement and the condominium guide under subsection 72 (1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 73 (1); 2015, c. 28, Sched. 1, s. 64 (1).

Notice of rescission

(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the latest of,

- (a) the date that the purchaser receives the disclosure statement;
- (b) the date that the purchaser receives a copy of the applicable condominium guide under section 71.1; and
- (c) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser. 1998, c. 19, s. 73 (2); 2015, c. 28, Sched. 1, s. 64 (2, 3).

Refund upon rescission

(3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 73 (3).

Material changes in disclosure statement

74 (1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser. 1998, c. 19, s. 74 (1).

Definition

(2) In this section,

“material change” means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation,
- (b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,
- (c) a change in the portion of units or proposed units that the declarant intends to lease,
- (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or
- (e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation. 1998, c. 19, s. 74 (2).

Contents of revised statement

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them. 1998, c. 19, s. 74 (3).

Time of delivery

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 74 (4).

Purchaser's application to court

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser

may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change. 1998, c. 19, s. 74 (5); 2000, c. 26, Sched. B, s. 7 (5).

Rescission after material change

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

(a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;

(b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and

(c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination. 1998, c. 19, s. 74 (6); 2000, c. 26, Sched. B, s. 7 (5).

Notice of rescission

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor. 1998, c. 19, s. 74 (7).

Declarant's application to court

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5). 1998, c. 19, s. 74 (8); 2000, c. 26, Sched. B, s. 7 (5).

Refund upon rescission

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 74 (9).

Time of refund

(10) The declarant shall make the refund,

(a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or

(b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8). 1998, c. 19, s. 74 (10).

Description of Standard Unit

A standard unit shall be deemed to be that shown and specified in the plans approved by the municipality for which the building permit for such Unit is issued by the municipality.

Without limiting the generality of the foregoing, each Unit shall specifically further include the following:

the dwelling structure (including all standard features purchased by the original purchaser pursuant to their Agreement of Purchase and Sale with respect to the Unit), the Unit's driveway, and yard(s)

**Proposed
Percentage Interest in Common Interests
and Percentage Contribution to Common Expenses
by Unit and Level Number
after creation of Phase B of the Condominium**

NOTE: Purchasers are advised that, pursuant to subsection 147(2) of the Act, a material change within the meaning of section 74 of the Act will not result by reason of change in the approximate number of units included in a phase or a change in the proportions of common interests or common expenses attributable to the units resulting therefrom.

<u>Level</u>	<u>Unit</u>	<u>Percentage (%)</u>
1	1	0.55
1	2	0.55
1	3	0.55
1	4	0.55
1	5	0.55
1	6	0.55
1	7	0.55
1	8	0.55
1	9	0.55
1	10	0.55
1	11	0.55
1	12	0.55
1	13	0.55
1	14	0.55
1	15	0.55
1	16	0.55
1	17	0.55
1	18	0.55
1	19	0.55
1	20	0.55
1	21	0.55
1	22	0.55
1	23	0.55
1	24	0.55
1	25	0.55
1	26	0.55
1	27	0.55
1	28	0.55
1	29	0.55
1	30	0.55
1	31	0.55
1	32	0.55
1	33	0.55
1	34	0.55
1	35	0.55
1	36	0.55
1	37	0.55
1	38	0.55
1	39	0.55
1	40	0.55
1	41	0.55
1	42	0.55
1	43	0.55
1	44	0.55
1	45	0.55
1	46	0.55
1	47	0.55
1	48	0.55
1	49	0.55
1	50	0.55

1	51	0.55
1	52	0.55
1	53	0.55
1	54	0.55
1	55	0.55
1	56	0.55
1	57	0.55
1	58	0.55
1	59	0.55
1	60	0.55
1	61	0.55
1	62	0.55
1	63	0.55
1	64	0.55
1	65	0.55
1	66	0.55
1	67	0.55
1	68	0.55
1	69	0.55
1	70	0.55
1	71	0.55
1	72	0.55
1	73	0.55
1	74	0.55
1	75	0.55
1	76	0.55
1	77	0.55
1	78	0.55
1	79	0.55
1	80	0.55
1	81	0.55
1	82	0.55
1	83	0.55
1	84	0.55
1	85	0.55
1	86	0.55
1	87	0.55
1	88	0.55
1	89	0.55
1	90	0.55
1	91	0.55
1	92	0.55
1	93	0.55
1	94	0.55
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1	96	0.55
1	97	0.55
1	98	0.55
1	99	0.55
1	100	0.55
1	101	0.55
1	102	0.55
1	103	0.55
1	104	0.55
1	105	0.55
1	106	0.55
1	107	0.55
1	108	0.55
1	109	0.55
1	110	0.55
1	111	0.55
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1	113	0.55
1	114	0.55

1	115	0.55
1	116	0.55
1	117	0.55
1	118	0.55
1	119	0.55
1	120	0.55
1	121	0.55
1	122	0.55
1	123	0.55
1	124	0.55
1	125	0.55
1	126	0.55
1	127	0.55
1	128	0.55
1	129	0.55
1	130	0.55
1	131	0.55
1	132	0.55
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1	140	0.55
1	141	0.55
1	142	0.55
1	143	0.55
1	144	0.55
1	145	0.55
1	146	0.55
1	147	0.55
1	148	0.55
1	149	0.55
1	150	0.55
1	151	0.55
1	152	0.55
1	153	0.55
1	154	0.55
1	155	0.55
1	156	0.55
1	157	0.55
1	158	0.55
1	159	0.55
1	160	0.55
1	161	0.55
1	162	0.55
1	163	0.55
1	164	0.55
1	165	0.55
1	166	0.55
1	167	0.55
1	168	0.55
1	169	0.55
1	170	0.55
1	171	0.55
1	172	0.55
1	173	0.54
1	174	0.54
1	175	0.54
1	176	0.54
1	177	0.54
1	178	0.54

1	179	0.54
1	180	0.54
1	181	0.54
1	182	0.54

**TOTAL
PERCENTAGE: 100%**

**Proposed
Percentage Interest in Common Interests
and Percentage Contribution to Common Expenses
by Unit and Level Number
after creation of Phase C of the Condominium**

NOTE: Purchasers are advised that, pursuant to subsection 147(2) of the Act, a material change within the meaning of section 74 of the Act will not result by reason of change in the approximate number of units included in a phase or a change in the proportions of common interests or common expenses attributable to the units resulting therefrom.

<u>Level</u>	<u>Unit</u>	<u>Percentage (%)</u>
1	1	0.43
1	2	0.43
1	3	0.43
1	4	0.43
1	5	0.43
1	6	0.43
1	7	0.43
1	8	0.43
1	9	0.43
1	10	0.43
1	11	0.43
1	12	0.43
1	13	0.43
1	14	0.43
1	15	0.43
1	16	0.43
1	17	0.43
1	18	0.43
1	19	0.43
1	20	0.43
1	21	0.43
1	22	0.43
1	23	0.43
1	24	0.43
1	25	0.43
1	26	0.43
1	27	0.43
1	28	0.43
1	29	0.43
1	30	0.43
1	31	0.43
1	32	0.43
1	33	0.43
1	34	0.43
1	35	0.43
1	36	0.43
1	37	0.43
1	38	0.43
1	39	0.43
1	40	0.43
1	41	0.43
1	42	0.43
1	43	0.43
1	44	0.43
1	45	0.43
1	46	0.43
1	47	0.43
1	48	0.43
1	49	0.43
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1	229	0.44
1	230	0.44
1	231	0.44

**TOTAL
PERCENTAGE** **100%**

**Proposed
Percentage Interest in Common Interests
and Percentage Contribution to Common Expenses
by Unit and Level Number
after creation of Phase D of the Condominium**

NOTE: Purchasers are advised that, pursuant to subsection 147(2) of the Act, a material change within the meaning of section 74 of the Act will not result by reason of change in the approximate number of units included in a phase or a change in the proportions of common interests or common expenses attributable to the units resulting therefrom.

<u>Level</u>	<u>Unit</u>	<u>Percentage (%)</u>
1	1	0.3922
1	2	0.3922
1	3	0.3922
1	4	0.3922
1	5	0.3922
1	6	0.3922
1	7	0.3922
1	8	0.3922
1	9	0.3922
1	10	0.3922
1	11	0.3922
1	12	0.3922
1	13	0.3922
1	14	0.3922
1	15	0.3922
1	16	0.3922
1	17	0.3922
1	18	0.3922
1	19	0.3922
1	20	0.3922
1	21	0.3922
1	22	0.3922
1	23	0.3922
1	24	0.3922
1	25	0.3922
1	26	0.3922
1	27	0.3922
1	28	0.3922
1	29	0.3922
1	30	0.3922
1	31	0.3922
1	32	0.3922
1	33	0.3922
1	34	0.3922
1	35	0.3922
1	36	0.3922
1	37	0.3922
1	38	0.3922
1	39	0.3922
1	40	0.3922
1	41	0.3922
1	42	0.3922
1	43	0.3922
1	44	0.3922
1	45	0.3922
1	46	0.3922
1	47	0.3922
1	48	0.3922
1	49	0.3922
1	50	0.3922
1	51	0.3922
1	52	0.3922

1	53	0.3922
1	54	0.3922
1	55	0.3922
1	56	0.3922
1	57	0.3922
1	58	0.3922
1	59	0.3922
1	60	0.3922
1	61	0.3922
1	62	0.3922
1	63	0.3922
1	64	0.3922
1	65	0.3922
1	66	0.3922
1	67	0.3922
1	68	0.3922
1	69	0.3922
1	70	0.3922
1	71	0.3922
1	72	0.3922
1	73	0.3922
1	74	0.3922
1	75	0.3922
1	76	0.3922
1	77	0.3922
1	78	0.3922
1	79	0.3922
1	80	0.3922
1	81	0.3922
1	82	0.3922
1	83	0.3922
1	84	0.3922
1	85	0.3922
1	86	0.3922
1	87	0.3922
1	88	0.3922
1	89	0.3922
1	90	0.3922
1	91	0.3922
1	92	0.3922
1	93	0.3922
1	94	0.3922
1	95	0.3922
1	96	0.3922
1	97	0.3922
1	98	0.3922
1	99	0.3922
1	100	0.3922
1	101	0.3922
1	102	0.3922
1	103	0.3922
1	104	0.3922
1	105	0.3922
1	106	0.3922
1	107	0.3922
1	108	0.3922
1	109	0.3922
1	110	0.3922
1	111	0.3922
1	112	0.3922
1	113	0.3922
1	114	0.3922
1	115	0.3922
1	116	0.3922

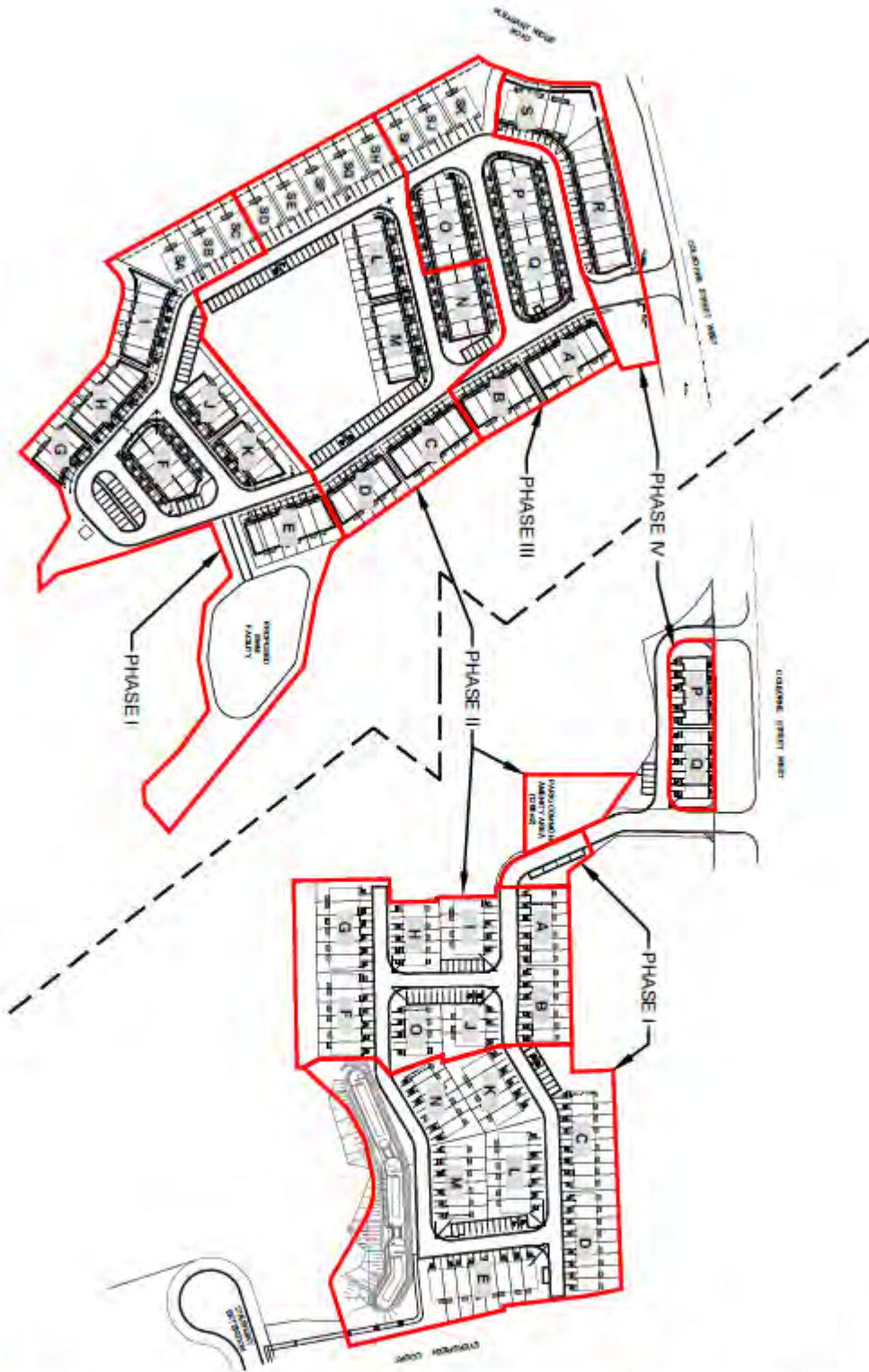
1	117	0.3922
1	118	0.3922
1	119	0.3922
1	120	0.3922
1	121	0.3922
1	122	0.3922
1	123	0.3922
1	124	0.3922
1	125	0.3922
1	126	0.3922
1	127	0.3922
1	128	0.3922
1	129	0.3922
1	130	0.3922
1	131	0.3922
1	132	0.3922
1	133	0.3922
1	134	0.3922
1	135	0.3922
1	136	0.3922
1	137	0.3922
1	138	0.3922
1	139	0.3922
1	140	0.3922
1	141	0.3922
1	142	0.3922
1	143	0.3922
1	144	0.3922
1	145	0.3922
1	146	0.3922
1	147	0.3922
1	148	0.3922
1	149	0.3922
1	150	0.3922
1	151	0.3922
1	152	0.3922
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1	154	0.3922
1	155	0.3922
1	156	0.3922
1	157	0.3922
1	158	0.3922
1	159	0.3922
1	160	0.3922
1	161	0.3922
1	162	0.3922
1	163	0.3922
1	164	0.3922
1	165	0.3922
1	166	0.3922
1	167	0.3922
1	168	0.3922
1	169	0.3922
1	170	0.3922
1	171	0.3922
1	172	0.3922
1	173	0.3922
1	174	0.3922
1	175	0.3922
1	176	0.3922
1	177	0.3922
1	178	0.3922
1	179	0.3922
1	180	0.3922

1	181	0.3922
1	182	0.3922
1	183	0.3922
1	184	0.3922
1	185	0.3922
1	186	0.3922
1	187	0.3922
1	188	0.3922
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1	190	0.3922
1	191	0.3922
1	192	0.3922
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1	199	0.3922
1	200	0.3922
1	201	0.3922
1	202	0.3922
1	203	0.3922
1	204	0.3922
1	205	0.3922
1	206	0.3922
1	207	0.3922
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1	210	0.3922
1	211	0.3922
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1	214	0.3922
1	215	0.3922
1	216	0.3922
1	217	0.3922
1	218	0.3922
1	219	0.3922
1	220	0.3922
1	221	0.3922
1	222	0.3922
1	223	0.3922
1	224	0.3922
1	225	0.3922
1	226	0.3922
1	227	0.3922
1	228	0.3922
1	229	0.3922
1	230	0.3922
1	231	0.3922
1	232	0.3922
1	233	0.3922
1	234	0.3922
1	235	0.3922
1	236	0.3922
1	237	0.3922
1	238	0.3922
1	239	0.3922
1	240	0.3922
1	241	0.3922
1	242	0.3922
1	243	0.3922
1	244	0.3922

1	245	0.3922
1	246	0.3922
1	247	0.3922
1	248	0.3922
1	249	0.3922
1	250	0.3922
1	251	0.3922
1	252	0.3922
1	253	0.3922
1	254	0.3922
1	255	0.3812

**TOTAL
PERCENTAGE** **100%**

Site Plan



**PHASING PLAN
SIENNA WOODS
SUBDIVISION**

520 Colarney Street West,
Brampton, Ontario

PHASE I

Lot Type	Number of Lots	Area (sq. ft.)	Total Area (sq. ft.)
100'	3	31,200	93,600
120'	7	84,000	1,784,400
150'	2	33,600	672,000
180'	2	33,600	672,000
Subtotal	14	182,400	3,682,000

PHASE II

Lot Type	Number of Lots	Area (sq. ft.)	Total Area (sq. ft.)
100'	3	31,200	93,600
120'	7	84,000	1,784,400
150'	2	33,600	672,000
180'	2	33,600	672,000
Subtotal	14	182,400	3,682,000

PHASE III

Lot Type	Number of Lots	Area (sq. ft.)	Total Area (sq. ft.)
100'	3	31,200	93,600
120'	7	84,000	1,784,400
150'	2	33,600	672,000
180'	2	33,600	672,000
Subtotal	14	182,400	3,682,000

PHASE IV

Lot Type	Number of Lots	Area (sq. ft.)	Total Area (sq. ft.)
100'	3	31,200	93,600
120'	7	84,000	1,784,400
150'	2	33,600	672,000
180'	2	33,600	672,000
Subtotal	14	182,400	3,682,000

DATE: 09/23/2011
SCALE: 1/8" = 1'-0"

