

FOR OFFICE USE ONLY

16:14

PE 73397
CERTIFICATE OF RECEIPT

FEB 27 2008

Ann Bushwood
LAND REGISTRAR
PETERBOROUGH NO. 45

New Property Identifiers Additional:
See Schedule

Executions Additional:
See Schedule

(1) Registry Land Titles (2) Page 1 of 38 pages

(3) Property Identifier(s) Block 28310 - Property 0220 (LT) Additional:
See Schedule

(4) Nature of Document
DECLARATION UNDER THE CONDOMINIUM ACT

(5) Consideration
Dollars \$

(6) Description
LT 66 PL 8, PT OF SHORE ROAD ALLOWANCE IN FRONT OF LT 66 PL 8 (CLOSED BY R542745), PT LT 13 CON 2, PT LT 14 CON 3, PT ROAD ALLOWANCE BTWN CONS 2 & 3 (CLOSED BY R542745 & R694945), BEING PT 1 PL 45R13592, EXCEPT PT 1 PL 45R14269, TOWNSHIP OF ANSTRUTHER, S/T EASEMENT IN GROSS OVER PT 1 PL 45R13592 AS IN PE51582 AND PE64089; NORTH KAWARTHA

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
See Declaration attached

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature		
		Y	M	D
890353 ONTARIO LIMITED by its solicitors LOCKINGTON LAWLESS FITZPATRICK	 Per: Peter J. Lawless	2008	02	27

(11) Address for Service: c/o Lockington Lawless Fitzpatrick LLP, Barristers and Solicitors, 332 Aylmer St. North, P.O. Box 1146, Peterborough, Ontario K9J 7H4

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature		
		Y	M	D

(13) Address for Service

(14) Municipal Address of Property Anstruther Lake Apsley, Ontario	(15) Document Prepared by: Lockington Lawless Fitzpatrick LLP 332 Aylmer St. North P.O. Box 1146 Peterborough, Ontario K9J 7H4	Fees and Tax	
		Registration Fee	00-
		25 units	125-
		Total	125-

DECLARATION**THE LANDING**

THIS DECLARATION is made and executed pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, c. 19*, as amended from time to time, and the Regulations made thereunder, by:

890353 Ontario Limited, a corporation incorporated under the laws of the Province of Ontario (hereinafter referred to as the "Declarant")

WHEREAS the Declarant is the owner in fee simple of the lands and premises situate in the Township of North Kawartha (formerly the Township of Anstruther), County of Peterborough, being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with the Act (the "Lands");

AND WHEREAS the Declarant has constructed five (5) buildings upon the Lands containing an aggregate of twenty five (25) Residential Units, one (1) Common Area Block and fifty four (54) Parking Spaces, inclusive of twenty nine (29) Visitor Parking Spaces, which Parking Spaces and Visitor Parking Spaces shall be part of the Common Area Block;

AND WHEREAS the Declarant intends that the Lands, 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.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

Article I
INTRODUCTORY

1. Definitions - In addition to those words, terms or phrases specifically defined elsewhere in this Declaration, the words, terms and phrases used in this Declaration shall have the meaning ascribed to them in the Act, unless this Declaration indicates otherwise, or unless the context otherwise requires and in this Declaration, the following capitalized words, terms and phrases shall have the following meanings:

- (a) *Act* means the *Condominium Act, 1998, S.O. 1998, c. 19* as amended from time to time, and all regulations made pursuant thereto;
- (b) *Board* means the Board of Directors of the Corporation;
- (c) *Common Area Block* means any one of common element blocks to be used for the mutual benefit of all Owners and specifically includes any and all Service Area Blocks;
- (d) *Condominium* means the Lands, including the buildings thereon and interests appurtenant to the Lands, as the Lands and interests are described in the Description and includes all land and interests appurtenant to the Lands that are added to the common elements;
- (e) *Corporation* means the corporation created upon the registration of this Declaration and the Description in the appropriate Land Registry Office, in accordance with the provisions of the Act;
- (f) *Declarant* means 890353 Ontario Limited and its successors and assigns;
- (g) *Declaration* means this Declaration and all amendments thereto made in accordance with the provisions of the Act;
- (h) *Description* means the description prepared by the Declarant in respect of the Lands as submitted for registration by the Declarant at the time of registration of the Declaration;
- (i) *Docking Facilities* has the meaning ascribed thereto in Article V;
- (j) *Governmental Authorities* means The Township of North Kawartha or the County of Peterborough and any other municipal, provincial or governmental authority or agency having jurisdiction or the ability to exercise control over the Lands, including the development thereof;
- (k) *Guest* includes any person on the Lands as the invitee, licensee, customer, employee, patron, supplier, agent or contractor of any Resident;
- (l) *Lands* means the lands and premises described in Schedule "A" to this Declaration;
- (m) *Mortgage* means any mortgage or charge of an owner's fee simple interest in a Unit;
- (n) *Mortgagee* means the registered holder of a Mortgage on any Unit;

- (o) *Owner* means the registered owners of a Unit;
- (p) *Parking Spaces* means any one of fifty four (54) parking spaces situate on the Common Area Block to be used solely for the purposes set out in Article III of this Declaration;
- (q) *Residence* means any dwelling, accessory building or appurtenance in relation thereto constructed on a Residential Unit;
- (r) *Resident* means an Owner, Tenant or any other person residing in or occupying a Unit, as the context requires;
- (s) *Residential Unit* means any one of Units 1 to 25 inclusive and shall include any Residence located thereon and the term "Residential Units" means more than one Residential Unit;
- (l) *Rules* means the rules and regulations passed by the Board from time to time and becoming effective pursuant to Section 58 of the Act;
- (u) *Service Area Blocks* means that part or parts of the Common Area Block used for the provision of services to the Condominium;
- (v) *Standard Unit* means (i) the definition of a "standard unit" for the class of unit to which the Unit in question belongs as contained in a by-law of the Corporation passed pursuant to section 56(1)(h) of the Act; or (ii) if the Corporation has not passed such a by-law, the definition of a "standard unit" in respect of the class of unit to which the Unit in question belongs as described in the schedule referred to in section 43(5)(h) of the Act;
- (w) *Tenant* means lessees of the Units within this Condominium.
- (x) *Turnover Meeting* means the meeting the Owners held pursuant to Section 43 of the Act.
- (y) *Unit* means a part or parts of the Lands designated as a unit by the Description and comprises the space enclosed by its boundaries, and all the material parts of the Lands within this space at the time this Declaration and the Description are registered. For greater certainty the Common Area Block, the Docking Facilities and Service Area Blocks shall not constitute a Unit.

2. Act Governs the Lands - The Act governs the Lands and all interests appurtenant to the Lands, as the Lands and the interests are described in the Description.

3. Consent of Encumbrancers - The consents, in the prescribed form, of every person having a registered mortgage against the Lands or interests appurtenant to the Lands described in the Description are contained in Schedule "B" attached hereto.

4. Boundaries of Units and Residences

- (a) Each Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 2 of the Description with respect to the Unit Numbers located thereon.
- (b) For greater certainty, the boundaries of Residential Units and the Residences located on the Residential Units shall include all the space enclosed by its boundaries and all the material parts of said lands and structures within such space and shall expressly include, among other things, all concrete, concrete block masonry portions of load bearing walls or columns, exterior doors, door frames, windows, window frames, roofs, exterior facades and pipes wires, cables, conduits, ducts and mechanical or similar apparatus, including the heating and air-conditioning and ventilation installations and appurtenant equipment attached thereto, that supply any service or utility to that particular Residence or Residential Unit and, for greater certainty, shall extend to all building components, finishes, fixtures and features installed for such Residence or Residential Unit.

5. Common Interest and Common Expenses - Each Owner shall have an undivided interest in the Common Area Block as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. Each Owner shall contribute to the common expenses in the proportions as set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportion of the common interests shall be 100% and the total of the proportions of the contributions to common expenses shall be 100%.

6. Address for Service - The Corporation's address for service, municipal address and mailing address shall be c/o Hemmick Herman, 100 York Boulevard, Suite 510, Richmond Hill, Ontario L4B 1J8, or such other address as the Board may determine, provided that notice of any change of address from the address set out herein shall be registered in the prescribed form.

7. Statement of Conditions - The County of Peterborough (hereinafter the "County"), in approving or exempting the description, require to be mentioned in this Declaration:

- (a) that prior to final approval the County is advised by the Township of North Kawartha (hereinafter the "Township") that appropriate zoning is in effect for the proposed development;

- (b) that the Declarant provide cash-in-lieu of parkland to the Township in the amount of five percent (5%) of the value of the land for park or other public recreational purposes as outlined in Section 51.1 of the Planning Act;
- (c) that the Declarant obtaining the necessary government approvals for a private communal waste disposal system to service twenty five (25) condominium units;
- (d) that the Declarant obtaining the necessary government approvals for private communal water treatment systems to service twenty five (25) condominium units;
- (e) that a Responsibility Agreement in respect to waste disposal (sewage) and water treatment systems be entered into to the satisfaction of the Township. Such agreement shall include design specifications for the installation and operation of a Waterloo Biofilter System to the satisfaction of the Township;
- (f) that the Declarant shall include a clause in the Condominium Agreement acknowledging that the municipality is not assuming the water and sewage systems as municipal systems and specifically shall require the Declarant, its successor and assigns to be fully responsible for the installation, maintenance and upkeep of the aforesaid systems at their sole expense. The Declarant shall further agree to include a paragraph in each Agreement of Purchase and Sale of a condominium unit within this project putting the purchaser on notice of the sewage and water systems being private systems for which the Owners and the Declarant shall be ultimately and completely responsible;
- (g) that the Declarant shall enter into a Site Plan Control Agreement to the satisfaction of the Township;
- (h) that the Declarant shall obtain all Federal and/or Provincial approvals to the satisfaction of the Township or taking the source of potable water from Anstruther Lake;
- (i) that the Declarant complete a financial impact study to the satisfaction of the Township in respect to solid waste disposal associated with the development;
- (j) that the Declarant agrees in writing to satisfy all the requirements, financial and otherwise, of the township concerning the provision of roads, installation of services and drainage;
- (k) that prior to final approval and before the commencement of any construction a Stormwater Management and Drainage Report shall be prepared by a Professional Engineer to the satisfaction of the Township. The required Stormwater and Drainage Report shall include the following:
 - (i) an Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with current practices. The Declarant shall also provide certification through a Professional Engineer that the Erosion and Sedimentation Control Plan has been implemented;
 - (ii) a Site Plan showing all services on the site including sewage disposal system envelope, water service, and grades to the units and sewage system. The sewage disposal system envelope must be maintained free of deposit, disposal, or operation of any materials, structures or equipment other than material required for the construction of the system within the sewage system envelope. In addition, the Site Plan shall show the 100 year floodline and clearly identify any location where work will take place in the water or on the shoreline;
 - (iii) that the location, design, construction and drainage from the internal private road will be carried out in a manner that minimizes negative impacts on the shoreline area to the satisfaction of the Township; and
 - (iv) that on completion of all stormwater and drainage works, the Owner shall provide certification to the Township through a Professional Engineer that measures have been implemented in conformity with the Stormwater Management and Drainage Report.
- (l) the condominium agreement between the Declarant and the Township shall contain the following provisions:
 - (i) that the Declarant agrees to implement the works referred to in condition (k);
 - (ii) that the Declarant agrees to maintain all stormwater management, erosion and sedimentation control structures operating in good repair during the construction period in a manner satisfactory to the Township; and
 - (iii) that the Declarant agrees to notify the Township of North Kawartha at least 48 hours prior to the initiation of any on-site development.

- (m) that such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority;
- (n) that the final Stormwater Management and Drainage Report shall be prepared to the satisfaction of the Ministry of Natural Resources;
- (o) that the condominium agreement between the Declarant and the Township specify that the development shall proceed in one phase;
- (p) that the condominium agreement between the Declarant and the Township be registered against the lands to which it applies once the plan of condominium has been registered;
- (q) that, prior to final approval, the Township notifies the County in writing as to how conditions (a) to (m) and (o) to (p) have been satisfied; and
- (r) that, prior to final approval, the Ministry of Natural Resources notifies the County in writing as to how condition (n) has been satisfied.

8. Type of Corporation - The Corporation is a freehold, standard condominium corporation.

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

Article II
COMMON EXPENSES

1. Specification of Common Expenses - Common expenses means the expenses for the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money designated or deemed to be common expenses in accordance with this Declaration, including, without limiting the generality of the foregoing, those expenses set out in Schedule "E" attached hereto.

2. Payment of Common Expenses - Each Owner, including the Declarant, shall pay to the Corporation, his proportionate share of the common expenses as provided for in this Declaration and as may be provided for by the by-laws of the Corporation and the assessment and collection of contributions toward the common expenses may be regulated by the Board pursuant to the Act, this Declaration and the by-laws of the Corporation.

In addition, any losses, costs or damages incurred by the Corporation by reason of a breach of any of the provisions of the Act, this Declaration, the by-laws or Rules of the Corporation in force from time to time, by any Resident or Guest of an Owner, 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 and shall be deemed for the purposes of this Declaration and the Act to be common expenses of such Owner.

3. Reserve Fund - The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and replacement of the common elements and assets of the Corporation, in accordance with the provisions of the Act. No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation. Interest and other income earned from the investment of money in the reserve fund shall form part of the fund.

4. Status Certificate - The Corporation shall, upon request and receipt of payment of the prescribed fee, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. Notwithstanding the immediately preceding sentence, the Corporation shall forthwith provide to the Declarant a status certificate and all such accompanying statements and information as may be requested by or on behalf of the Declarant from time to time, in connection with the sale or mortgage of any Unit(s), all at no charge or fee to the Declarant.

Article III
COMMON AREA BLOCK AND PARKING

1. Use of Common Area Block - Subject to the provisions of the Act, the Declaration, the by-laws of the Corporation and any Rules of the Corporation, each Owner has the reasonable use, occupancy and enjoyment of the whole or any part of the Common Area Block, including those exclusive use common elements allocated to his Unit in Schedule "F", if any. However, except as hereinafter provided, in the exercise of such rights by any Owner or any of his Residents or Guests, no condition shall be permitted to exist and no activity shall be carried on, in or upon the Common Area Block that is likely to damage the property or impair the structural integrity of any portion of the Common Area Block, or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Area Block, or that results in the cancellation or threatened cancellation of any policy of insurance carried by or on behalf of the Corporation, or that may increase any applicable insurance premiums with respect thereto. In the event that any Owner or his Residents or Guests contravene this Section, then such Owner shall pay or fully reimburse the

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Corporation for all costs incurred to redress or rectify such injury or damage, for all increased insurance costs and for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result thereof and failing the immediate reimbursement of such costs, such costs shall be deemed to be an additional contribution towards the common expenses by such owner and recoverable as such. No Resident or Guest shall, by any conduct or activity conducted in or on any part of the Common Area Block, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity by virtue of this Declaration, the by-laws of the Corporation, and any Rules of the Corporation.

Restricted Access to the Service Area Blocks - Except as specifically provided in this Declaration, the by-laws of the Corporation and the Rules of the Corporation, no one shall have any right of access to the Service Area Blocks without the prior written consent of the Corporation.

2. Additions, Alterations and Improvements to the Common Area Block

- (a) Except as otherwise provided in this Declaration, no alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "work") shall be performed, done, erected or planted within or in relation to the Common Area Block except by the Corporation or with its prior written consent or as permitted by the by-laws or Rules. In the event that an owner is permitted to do any work, he shall first enter into an agreement with the Corporation respecting such work, in accordance with Section 98 of the Act. The foregoing shall not prevent the Declarant from using any portion of the Common Area Block to facilitate the construction, sales or after-sales service of the Units.
- (b) The Corporation may, by resolution of the Board and without notice to the Owners, make an addition, alteration or improvement to the Common Area Block, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners if:
 - (i) it is necessary to make the addition, alteration, improvement or change to comply with the requirements imposed by any general or special legislation or regulations or by-laws made under any legislation;
 - (ii) in the opinion of the Board, it is necessary to make the addition, alteration, improvement or change 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
 - (iii) unless the Act provides otherwise, the estimated cost, in any given month or other prescribed period, if any, of making the addition, alteration, improvement or change is no more than the greater of \$1,000 and 1 per cent of the annual budgeted common expenses for the fiscal year in which the addition, alteration, improvement or change is made.
- (c) The Corporation may make an addition, alteration or improvement to the Common Area Block, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners if,
 - (i) the Corporation has sent a notice to the Owners that,
 - a. describes the proposed addition, alteration, improvement or change,
 - b. 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,
 - c. specifies that the Owners have the right, in accordance with Section 46 of the Act and within 30 days of receiving the notice, to requisition a meeting of Owners, and
 - d. contains a copy of Sections 46 and 97 of the Act; and
 - (ii) one of the following conditions has been met:
 - a. the Owners have not requisitioned a meeting in accordance with Section 46 of the Act within 30 days of receiving a notice under clause (i) of paragraph (c) of Section 2 of Article III; or
 - b. the Owners have requisitioned a meeting in accordance with Section 46 of the Act within 30 days of receiving a notice under clause (i) of paragraph (c) of Section 2 of Article III but have not voted against the proposed addition, alteration, improvement or change at the meeting.
- (d) Notwithstanding paragraph (c) of Section 2 of Article III, the Corporation shall not make a substantial addition, alteration, improvement to the Common Area Block, a substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides to the Owners (as those terms are defined in subsection 97(6) of the Act) unless the Owners who own at least $66\frac{2}{3}\%$ per cent of the Units of the Corporation vote in favour of approving it, at a meeting duly called for that purpose. The determination of whether or not an addition, alteration or

improvement to the common elements is substantial or whether a change in the assets of the Corporation or the services that it provides to owners is substantial, shall be made by the Board in accordance with subsection 97(6) of the Act.

- (e) The cost of an addition, alteration, improvement or change that the Corporation makes pursuant to this Article shall form part of the common expenses.

3. Animals – Subject to the provisions of this Declaration or any by-law or rule duly authorized by the Board, no animal (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged), livestock, fowl, insect, reptile or pet or animal of any kind shall be kept in or upon, or allowed to be upon, the Common Area Block except for the purposes of ingress and egress to a Residential Unit. All pets must be carried or be on a leash at all times when on or about the Common Area Block.

4. Parking Spaces

- (a) The Corporation shall assign a minimum of one (1) Parking Space to each Residential Unit for use by the Owner or Tenant of such Residential Unit, the location of which Parking Space shall be at the discretion of the Corporation, for the purpose of parking thereon one motor vehicle per space. For the purposes of this Section, but without in any way restricting the rights of the Board to designate its own definition of "motor vehicle", the term "motor vehicle" shall mean a private passenger automobile, station wagon, family passenger truck, family passenger van, four wheel drive passenger vehicle or motorcycle and, for purposes of application to the Declarant only, shall also specifically include any construction and/or loading vehicle used by the Declarant and any of its employees, agents or contractors.
- (b) The Corporation shall designate the balance of the Parking Spaces as Visitor Parking Spaces. The Visitor Parking Spaces shall be used only by the Owners, Guests of the Owners, or Tenants of Residential Units for the purpose of parking thereon of one motor vehicle per space. For the purposes of this Section, but without in any way restricting the rights of the Board to designate its own definition therefor, the term "motor vehicle" shall mean a private passenger automobile, station wagon, family passenger truck, family passenger van, four wheel drive passenger vehicle or motorcycle and, for purposes of application to the Declarant only, shall also specifically include any construction and/or loading vehicle used by the Declarant and any of its employees, agents or contractors.
- (c) Any Parking Spaces not specifically assigned to a Residential Unit or designated as a Visitor Parking Space may be dealt with in the Board's sole and unfettered discretion.
- (d) The Corporation shall have the right to revoke the designation of a Visitor Parking Space and to reassign it to a Residential Unit in its sole and unfettered discretion.
- (e) The Corporation specifically reserves the rights to revoke the assignment of a Parking Space to a Residential Unit provided that a different parking Space is designated to such Residential Unit.

5. Use of Common Area Block by the Declarant - Notwithstanding any other provision of this Declaration:

- (a) the Declarant shall be entitled to place and maintain signs on any part of the Common Area Block for marketing and sales purposes in regard to the Declarant's ongoing marketing program and sales efforts for unsold Units in the Condominium or the sale of other units or lands in such other developments in the County of Peterborough, or any abutting counties or regional municipalities, as the Declarant may, in its sole and absolute discretion, determine (such signs to be in such locations as may be determined by the Declarant in its sole and absolute discretion) until such time as the Declarant has completed its marketing program and sales efforts in regard to Units in the Condominium or in such other developments in the County of Peterborough or any abutting counties or regional municipalities, or such later time as determined by the Declarant, in its sole and absolute discretion;
- (b) the Declarant and its authorized agents, invitees or representatives shall have free and uninterrupted access to and use of the Common Area Block for the purposes of conducting its marketing program and sales efforts as described above and for the completion of construction and after-sales service of the Condominium on the Lands;
- (c) until title to all Units in the Condominium are transferred by the Declarant to individual purchasers thereof, the Declarant or its agents and employees may enter upon any Unit to correct any situation which violates a policy of insurance or for fulfilling a duty imposed upon the Corporation; and
- (d) without limiting the generality of this Section 5, Article III, the Declarant's marketing and sales efforts may include, notwithstanding any other provision of this Declaration, the use of any part or parts of the Condominium as one or more model suites.

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6. Satellite Dishes - Save and except with the written consent of the Board, no aerial, antenna, satellite dish or associated equipment shall be placed on any portion of the Lands.

ARTICLE IV
UNITS

1. Occupation and Use - The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

(a) Residential Units -

- (i) Each Residential Unit shall be occupied and used only as a private single family residence and in accordance with local zoning by-law requirements of Governmental Authorities, and for no other purpose provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining Residential Units as models and offices for display, sale and leasing purposes and otherwise maintaining construction offices, displays and signs until the transfer of title by the Declarant of all of the Units.
- (ii) Subject to the provisions of the Act, the Declaration, the by-laws of the Corporation and any Rules of the Corporation, no Residential Unit shall be occupied or used by anyone in a manner, and no condition shall be permitted to exist in any Residential Unit, that is likely to damage the property or impair the structural integrity of any portion of the common elements or any other Unit, or that will unreasonably interfere with the use and enjoyment by other Owners of their Units.
- (iii) No animal (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged), livestock, fowl, insect, reptile or pet of any kind shall be kept in any Residential Unit, other than common household pets owned by a resident of a Residential Unit as would be normal and acceptable as pets in any development similar to the development in which the Residential Unit is located, as determined and permitted by the Board in its sole and absolute discretion. In no event, without express written consent of the Corporation, shall a person have more than two pets in any Residential Unit. Notwithstanding the foregoing, no animal which is deemed by the Board, in its sole and absolute discretion, to be a nuisance or danger shall be kept by any Resident in any Residential Unit and no attack dogs shall be permitted in any Residential Unit or on the common elements. Such Resident shall within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Residential Unit and common elements. No breeding of animal, livestock, fowl, insect, reptile or pet of any kind shall be carried on, in or around any Unit or on the common elements. For the purpose of this Declaration the term "common household pet" shall mean a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a common household pet in its sole and absolute discretion, from time to time.
- (iv) No Residential Unit shall be occupied or used by anyone in such a manner as to result in an increase in the rate of insurance on the property or the risk of the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. If a Residential 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 Residential Unit shall reimburse the Corporation for such increase, and failing the immediate reimbursement of such increase, such increase in premium cost shall be deemed to be an additional contribution towards the common expenses by such Owner and recoverable as such. No Residential Unit shall be used and no activity shall be carried on therein which involves the operation of machinery or equipment with resulting transmission of noise and vibration to other Units or the Lands or which activity results in the discharge of smell/odour, undue disturbance, noise or vibrations emanating from such Residential Unit into other Residential Units or the Lands. In the event the Board determines in its sole and absolute discretion that any such noise, vibration, smell/odour or undue disturbance is an annoyance and/or a nuisance and/or disruptive, then the Owner of such Residential Unit shall at his own expense take such steps as shall be necessary to abate such noise, vibration, smell/odour or undue disturbance to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, vibration, smell/odour or undue disturbance, the Board shall take such steps as shall be necessary to abate the noise, vibration, smell/odour or undue disturbance and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, vibration, smell/odour or undue disturbance, which expenses are to include reasonable solicitor's fees on a solicitor and his own client basis.

(b) Compliance with Rules - The Corporation, the directors, officers and employees of the Corporation, the Declarant, the Owner of each Unit and all occupiers and encumbrances of each Unit, shall comply with the Act, this Declaration, the by-laws of the Corporation and any Rules of

the Corporation. An Owner of a Unit shall take all reasonable steps to ensure that an occupier of the owner's unit and all invitees, agents and employees of the owner or occupier, comply with the Act, this Declaration, the by-laws of the Corporation and any Rules of the Corporation.

- (c) Alterations to Units and Common Area Block - No Owner shall, without the prior consent in writing of the Board:
- (i) make any structural change or alteration in or to his Residential Unit or to any system contained therein, or to any system that services his Residential Unit, so that such change or alteration would adversely affect the structural integrity of that Residential Unit or any other Unit provided, however, that this restriction shall not apply to the Declarant while being an Owner of any Unit;
 - (ii) alter the exterior design or colour of any part of his Residence where such change, alteration, decoration or painting is normally visible from the exterior thereof;
 - (iii) construct, erect or install any type of fence, privacy screen, enclosure, playground apparatus or any other structure on any portion of the Residential Unit;
 - (iv) make any change to or installation upon the Common Area Block;
 - (v) maintain, decorate, alter or repair any part of the Common Block Area except for maintenance of those parts of those areas which he has the duty to maintain;
 - (vi) do anything to detract from or unreasonably interfere with the use and enjoyment of any other Unit;
 - (vii) do anything to negatively impact the aesthetic appearance of the Condominium or any portion thereof;
 - (viii) do anything to obstruct access to any easements or public services;
 - (ix) do anything to encroach upon the common elements or other Units;
 - (x) alter the grade of any portion of the Lands nor obstruct drainage pattern;
 - (xi) violate any provisions of any by-laws or ordinances of any Governmental Authorities or any provisions of any agreements or restrictions binding on the Corporation;
 - (xii) alter the landscape design of the Residential Unit;
 - (xiii) place any billboards, notices, advertising material or signs, including realtors' signs, political signs, personal name plaques and homebusiness signs on the Residential Unit;
 - (xiv) install a swimming pool, hot tub, sauna, storage shed or any other outbuildings on the Residential Unit;
 - (xv) install any fences, including ornamental, privacy, decorative or invisible pet fences; and
 - (xvi) install exterior clotheslines, pergolas, gazebos, belvederes, porch enclosures, window well covers, mail boxes, awnings, lawn or garden ornaments, statues, flag poles, *fountains, bird baths, sandboxes, swing sets or trampolines.*
- The exterior face of all drapes, curtains or other window coverings which are visible from the exterior of the Residential Unit shall be subject to approval by the Corporation.
- (d) Repairs by Owner - No fixture or item within a Residential Unit that is directly connected to the Common Area Block or a neighbouring Residential Unit shall be repaired or replaced without utilizing the services of a licensed trades person to perform the work. This restriction includes, but is not limited to, work to any humidification equipment which may be added by the Owner to the heating, air conditioning and ventilation equipment serving the Residential Unit, plumbing fixtures directly connected to the building's water main or drainage system including hoses, pipes and outlets for any washers and dryer, fireplaces (if any) and any electrical work that may affect a common power line.

2. Leasing of Units

- (a) Leases of Units - No Owner, other than the Declarant, shall lease his Unit unless he causes the lessee to deliver to the Corporation an agreement in writing signed by the lessee to the following effect prior to the commencement of the term of the lease:

"I, (lessee), covenant and agree that I, the members of my household and my guests from time to time will, in using (i) the Unit(s) rented by me, and (ii) the common elements (to the extent that I am entitled by my lease and the Declaration to the use thereof, if at all) comply with the *Condominium Act, 1998* and the provisions of the Declaration, the by-laws and all Rules of the Condominium Corporation, as well as all agreements authorized by the by-laws of the Condominium Corporation, during the term of my tenancy and will be subject to the same duties imposed by the foregoing as if I were a Unit owner, except for the payment of common expenses, unless otherwise provided by the *Condominium Act, 1998*."

(b) General Leasing Provisions:

- (i) No lessee of a Unit shall be liable for the payment of common expenses unless notified by the Corporation that the landlord/Owner is in default of payment of common expenses, and requiring the said lessee to pay to the Corporation an amount equal to the payment in default, in which case the lessee shall deduct, from the rent-payable to the landlord/Owner, an amount equal to the landlord/Owner's share of the common expenses and shall pay the same to the Corporation.
- (ii) Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit.
- (iii) Where an Owner leases his Unit or renews a lease in respect of his Unit, the Owner shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - a. notify the Corporation in writing that the Unit is leased;
 - b. provide the Corporation with the lessee's name, the names of those persons residing in the lessee's household, the Owner's address and a copy of the lease or renewal or a summary thereof in the form prescribed by the Act;
 - c. provide the lessee with a copy of the declaration, by-laws and Rules of the Corporation; and
 - d. provide the Corporation with such other information in regard to the lessee as the Corporation may require from time to time.
- (iv) If a lease of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Corporation in writing of such occurrence.

ARTICLE V
DOCKING FACILITIES

1. Docking Facilities

- (a) It is hereby declared that the Declarant has obtained a licence from the Ministry of Natural Resources to permit the existence of docking facilities (the "Docking Facilities") as an accessory use to the Lands (the "Docking Licence").
- (b) While the Docking Licence is in effect, the Corporation shall assign a minimum of one docking slip to each Residential Unit, the location of which docking slip shall be at the discretion of the Corporation for the purpose of parking thereon one motorized aquatic vehicle. For the purposes of this Section, but without in any way restricting the rights of the Board to designate its own definition of "motorized aquatic vehicle", the term "motorized aquatic vehicle" shall mean a private passenger boat, fishing boat, or other motorized water apparatus approved for use on Anstruther Lake.
- (c) Any docking slip not specifically assigned to a Residential Unit during the term of the Docking Licence may be dealt with in the Board's sole and unfettered discretion.
- (d) Upon the expiry of the term of the Docking Licence, or upon any other termination of the Docking Licence, the Corporation shall use its best efforts to renew or otherwise renegotiate a new docking licence with the Ministry of Natural Resources or such governmental authority then required to approve such docking licence.
- (e) Except as otherwise provided in this Declaration to the contrary, the Docking Facilities shall be used only by the Declarant, the Residents and Guests. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the by-laws or Rules of this Corporation shall restrict the access to, egress from or use of the Docking Facilities by the Declarant, the Residents and Guests, save for any reasonable controls or restrictions imposed on access thereto, egress therefrom and use thereof, by the Board, by operation of law or otherwise.

ARTICLE VI
MAINTENANCE AND REPAIRS

1. Repairs and Maintenance of Units - Each Owner shall maintain his own Residential Unit and those services which service the Residential Unit alone and, subject to the provisions of this Declaration and Section 123 of the Act, each Owner shall repair his Residential Unit and those services which service the Residential Unit alone, after damage, all at his own expense, save and except that, in the event that damage arises from a peril from which the Corporation is required to carry insurance, then the Corporation shall repair the Residential Unit and the said parts of the common elements subject to Article IX herein.

In addition, without limiting the foregoing, each owner shall maintain and repair the following items within the Residential Unit:

- (a) heating, air conditioning (if applicable), ventilation and electrical systems, including regularly scheduled inspections of all such equipment;
- (b) plumbing systems, toilets, bathtubs, sinks, tiles, shower fans, ceiling and exhaust fans and fan motors, dryer vents and other fixtures;
- (c) 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 boundaries of and service the Residential Unit save and except to the extent that the facilities above are intended to service other Units or the Condominium as a whole ;
- (d) all walls, including exterior cladding materials (brick, block, siding and other cladding materials), windows, screens, doors, steps, decks, balconies, fences and other structural components of the Residential Unit;
- (e) all interior and exterior light fixtures;
- (f) driveways and walkways, if applicable;
- (g) subject to the services required to be provided by the Corporation, if any, the front, side and rear yards, including without limitation, snow and ice removal from walkways, stairways and landscaping maintenance. The front, side and rear yards, driveways, decks and generally all exterior areas of the Residential Unit shall be maintained in a clean and sightly condition;
- (h) the roof;
- (i) all improvements or additions made to the Residential Unit
- (j) keep his Residence, including the interior and exterior thereof, and his Residential Unit, including any grass, gardens, trees, shrubs, gardens or other exterior adornment, in a clean and sightly condition subject to the provisions of this Declaration;
- (k) maintain operational smoke and carbon dioxide detectors;
- (l) maintain, if approved by the Corporation, any fence, privacy screen, enclosure, playground apparatus or any other structures on the Residential Unit that are visible to Residents of other Residential Units.

The responsibility for the expense of repairing, maintaining or replacing fences or railings between Residential Units, party walls, footings, pipes, eavestroughs, downpipes, wires, cables, sewers, or other improvements or elements shared by more than one Owner shall be borne equally by the Owners sharing the use of same.

No one shall bring in or onto, place, affix, erect or install on or within any Residence any object, material or thing that exceeds permissible load(s) set forth in or contemplated by the structural plans or specifications of the Condominium. Save and except for the Declarant, no Owner may alter the exterior of a Residence, nor apply any paint, tile, stucco, wallpaper, varnish, stain or other covering to any portion thereof (or to any portion of the exterior window glazing), nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Board.

Each Owner, and its authorized agents or contractors, shall have the right to enter on the exterior portion of a neighbouring Residential Unit, on reasonable notice and at reasonable times for the purpose of maintaining and repairing the Owner's Residential Unit provided it shall not unduly disturb the neighbouring Residential Unit Owner and that he shall be responsible for any damage caused by such entry.

Upon the Corporation's request, an Owner shall provide access to and use of a Residence or a Residential Unit to the Corporation or any of its authorized workers, servants, agents or contractors for the purpose of facilitating and/or expediting the maintenance and/or repair thereof pursuant to the repair/maintenance obligations of the Corporation (or of any other Residential Unit or Common Area Block).

Pursuant to the provisions of the Act, the Corporation shall make any repairs that an Owner is obligated to make and which he does not make within a reasonable time and in such event, an Owner shall be deemed to have consented to having repairs done to his Unit by the Corporation. If an Owner has an obligation under the Act to maintain the Owner's Unit and the Owner fails to carry out the obligation within a reasonable time and if the failure presents a potential risk of damage to the property or assets of the Corporation or another Residential Unit or a potential risk of personal injury to persons on the property, the Corporation may do the work necessary to carry out the obligation and in such event, an Owner shall be deemed to have consented to having work done to his Unit by the Corporation. An Owner shall forthwith reimburse the Corporation in full for the cost of such repairs or work, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs or work and all such sums of money shall bear interest at the rate of 20% per annum or such other rate as the Board may by resolution from time to time approve. The Corporation may collect all such sums of money (including interest as aforesaid) in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of a notice from the Corporation thereof. All such payments shall be deemed to be additional contributions towards the common expenses and recoverable as such.

Each Owner shall be responsible for all damages to any and all other Units and the Common Area Block which are caused by the failure of the Owner to so maintain and repair his Unit, save and except for any such damages to the Common Area Block for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

2. Repairs and Maintenance by the Corporation - Other than as herein provided, and without limiting the generality of the foregoing, the Corporation shall maintain and repair:

- (a) the Common Area Block, including the Parking Spaces;
- (b) the Service Area Blocks;
- (c) the Docking Facilities; and
- (d) any other such portion of the Lands that is not the responsibility of an Owner or Owners pursuant to the provisions of this Declaration.

For greater certainty, the Corporation, save and except as provided for in this Declaration or pursuant to the terms of the Act, shall not maintain or repair any portion of a Residential Unit.

The Corporation shall make any repairs or replacements pursuant to the provisions of this section and shall cause any cleaning and maintenance of the above to be done for an Owner which is obliged to make or do, as the case may be, and which he does not make or do, as the case may be, within a reasonable time, and, in such event, an Owner shall be deemed to have consented to having such repairs, replacements, cleaning or maintenance, as the case may be, done. The Corporation shall make any repairs or replacements to the Common Area Blocks, the Service Area Block and the Docking Facilities arising from damage caused by a Resident or Guest. An Owner shall forthwith reimburse the Corporation in full for the cost of such repairs, replacements, cleaning or maintenance, as the case may be, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, replacements, cleaning or maintenance, as the case may be, and all such sums of money shall bear interest at the rate of 20% per annum or such other rate as the Board may by resolution from time to time approve. The Corporation may collect all such sums of money (including interest as aforesaid) in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of a notice from the Corporation thereof. All such payments shall be deemed to be additional contributions towards the common expenses and recoverable as such.

Notwithstanding section 1 of Article VI of this Declaration, the Corporation shall reserve the right, on an as needed basis and consistent with reasonable and prudent horticultural practice, water and cut lawns and edge, weed, cultivate, fertilize and prune the gardens and foundation plantings installed on the Residential Units by the Declarant provided that lawns and gardens fouled by pets will not be cut or maintained by the corporation. Owners shall remain responsible for repair of ground settling, maintenance of floral annuals and the cost of repair and replacement of sprinkler heads and replacement of dead or diseased lawns and foundation plantings.

The Corporation shall have snow cleared from the Common Area Block provided a minimum of 2 inches of snow has accumulated and provided that the Corporation shall have no responsibility or liability whatsoever for incidental wear and tear, minor damage or staining of any portion the Residential Units caused by snow removal equipment. Owners shall remain responsible for salting or sanding their own walkways on an as needed basis.

ARTICLE VII DAMAGE

1. Procedure Where Damage Occurs

- (a) If damage occurs to the Lands, or a Residence or Residences, or other building or a structure located on the Lands that, in the opinion of the Board, may constitute substantial damage as defined in the Act, the Board shall have at least two persons, who shall have no affiliation with the Board and who, in the opinion of the Board, are qualified, make estimates of the damage within thirty (30) days after the occurrence of the damage.

- (b) The Board shall determine whether, based on the estimates, there has been substantial damage in accordance with the Act.
- (c) If the Board determines that there has been substantial damage, it shall forthwith give notice of its determination to all Owners and to all Mortgagees noted in the records of the Corporation.
- (d) The notice referred to in the immediately preceding paragraph shall specify that,
 - (i) the Owners have the right, in accordance with Section 46 of the Act and within 30 days of receiving the notice, to requisition a meeting of Owners; and
 - (ii) the Board is required to register a notice terminating the government of the property by the Act if the condition described in paragraph 0 below is met.
- (e) The Board shall register a notice, in the prescribed form, terminating the government of the property by the Act if the Owners of at least 80 per cent of the Units, at the date of the vote, vote in favour of termination.
- (f) The Board shall register the notice referred to in paragraph 0 above within 30 days of a vote in favour of termination under paragraph 0.
- (g) If there is no vote in favour of termination under paragraph 0, the Corporation shall, within a reasonable time, repair the damage to the building or structure under consideration.

2. **Plans and Specifications** - A complete set of all plans given to the Board by the Declarant together with plans and specifications for any additions, alterations or improvements from time to time made to the Common Area Block or to any Unit with the prior consent in writing of the Board, shall be maintained in the office of the Corporation or the offices of the Corporation's property manager from time to time, at all times, for the use of the Corporation in rebuilding or repairing any damage to the building and for the use of any Owner or Mortgagee.

Article VIII PROCEEDS OF INSURANCE

1. **Insurance Proceeds** - In the event that the Corporation is desirous of entering into an Insurance Trust Agreement but is unable to enter into an Insurance Trust Agreement with a trust company or a Canadian chartered bank by reason of its refusal to act, the Corporation may enter into such Agreement with such other corporation authorized to act as a trustee as the Owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.
2. **Repair After Damage** - In the event that:
 - (a) the Corporation is obligated to repair any Unit or any portion of the Lands insured pursuant to the provisions of this Declaration or in accordance with the provisions of the Act, the Corporation shall disburse such proceeds in order to satisfy the obligation of the Corporation to make such repairs;
 - (b) there is no obligation by the Corporation to repair any Unit or any portion of the Lands in accordance with the provisions of the Act and there is termination in accordance with the provisions of the Act, or otherwise, the Corporation shall hold all proceeds for the Owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation;
 - (c) the Board, in accordance with the provisions of the Act, determines that there has not been substantial damage to the Lands, or a Residence, or Residences, or other building or a structure located on the Lands, or determines that there has been substantial damage to the Lands, or a Residence, or Residences, or other building or a structure located on the Lands, and thereafter the Owners who own 80% of the Units do not vote for termination, the Corporation shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

Notwithstanding anything to the contrary herein contained, any proceeds of insurance payable to an Owner of a Unit in accordance with the provisions of this Declaration or the Act and not used to pay for required repair to his Unit and any assets of the Corporation distributed to an Owner of a Unit shall be subject to payment in favour of any Mortgagee or Mortgagees of such Unit and in satisfaction of the amount due under any liens registered by the Corporation against such Unit, in accordance with the priorities thereof.

Article IX
INSURANCE

1. Insurance by the Corporation - The Corporation shall obtain and maintain to the extent obtainable from the insurance industry, the following insurance, in one or more policies:

- (a) Insurance against damage by major perils as defined in the Act and such other perils as the Board may from time to time deem advisable, insuring:
 - (i) the Common Area Block; and
 - (ii) personal and real property, owned by the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;
 - (iii) the Residential Units, except for betterments and improvements made or acquired by the Owners. For greater certainty, betterments and improvements shall include, without limiting the generality of the foregoing, all structures, dwellings, buildings, plumbing systems, wires, cables, pipes, conduits, ducts or similar apparatus or any other component serving or forming part of such structures, dwellings or buildings

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which insurance may be subject to a reasonable loss deductible clause.

- (b) Such policy or policies of insurance stipulated in (a) above shall insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with Mortgagee endorsements, which shall be subject to the provisions of this Declaration and the Act and shall, if obtainable, contain the following provisions:
 - (i) that loss shall be payable to the Corporation and the Mortgagees, as their interests may appear;
 - (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants, Owners, and any member of the household or guests of any Owner or occupant of a Unit, except for arson and fraud;
 - (iii) that such policy or policies of insurance shall be not cancelled or substantially modified without at least 60 days prior written notice to all parties whose interests appear thereon including the Corporation, any Mortgagee and the Insurance Trustee;
 - (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured or mortgagee in possession;
 - (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any Owner;
 - (vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated.

- (c) Public liability and property damage insurance 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 \$2,000,000.00 per occurrence and without right of subrogation as against the Corporation, its managers, agents, servants and employees, and as against Owners, and any member of the household or guests of any Owner or occupant of a Unit.
- (d) Insurance against the Corporation's liability arising from the ownership, use or operation, by or on the Corporation's behalf, of boilers, machinery, pressure vessels and motor vehicles, if applicable.

2. General Provisions

- (a) At such other time or times as the Board may deem advisable, but, in any event, at least as often as may be required by the Act (if so provided), the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the and assets of the Corporation and any Lands or structures that it is the responsibility of the Corporation to maintain insurance for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense. Provided, however, that the foregoing shall not oblige the Declarant, in any way, to procure such an appraisal for the first policy or policies of insurance obtained by or on behalf of the Corporation.
- (b) The Corporation, the 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 Residential Unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an Owner to adjust any loss to his Residential Unit.

- (c) Upon the proceeds being available from any claim, the Corporation shall promptly use them for the repair or replacement of the damaged Residential Units or such other portion of the Lands, as necessary, unless the Owners have voted to terminate because of substantial damage in accordance with Section 123 of the Act.
- (d) The Corporation, if it receives a payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act* for remedial work to the Residential Units or any other portion of the Lands, shall promptly use the payment for the remedial work, unless:
- (i) the Owners have voted to terminate because of substantial damage in accordance with Section 123 of the Act; or
 - (ii) the Corporation has already completed and paid for the remedial work.
- (e) 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 or replace. This clause shall be read without prejudice to the right of any Mortgagee to exercise the right of an Owner to vote or to consent, if the Mortgage itself contains a provision giving the Mortgagee that right, and also the right of a Mortgagee to receive the proceeds of any insurance policy, if the property is not repaired or replaced.
- (f) A certificate or memorandum of all insurance policies and endorsements thereto maintained by the Corporation shall be issued as soon as possible to each Owner and a duplicate original or certified copy of the policy to each Mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and renewal certificates or certified copies of new insurance policies to each Mortgagee not later than 10 days before the expiry of any current insurance policy. The master policy or policies for any insurance coverage shall be kept and maintained by the Corporation in its offices, or the offices of the Corporation's property manager from time to time, available for inspection by an Owner or Mortgagee on reasonable notice to the Corporation.
- (g) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, and no insured shall be entitled to direct that loss shall be payable in any manner other than as provided in this Declaration.
- (h) The Corporation shall, after the turnover meeting held pursuant to the Act (and prior thereto, at its option, if available) obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, providing that such insurance shall not indemnify them against any liability, cost, charge or expenses incurred as a result of a contravention of Section 37(1) of the Act.
- (i) If any insurance policy or policies obtained by the Corporation contains a deductible clause that limits the amount payable by the insurer, the portion of a loss that is excluded from coverage shall be a common expense. Provided however that if any Owner, Tenant or a person residing in the Owner's unit with the permission or knowledge of the Owner through an act or omission 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.
3. Insurance by the Owner - It is acknowledged that, except as otherwise provided in the by-laws of the Corporation or in any agreement(s) authorized by the by-laws of the Corporation, that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by such Owner:
- (a) Insurance on any betterments or improvements made by the Owner to his Residential Unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his Residential 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 Residential Unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Residential Unit Owners and any members of their household, and any residents, tenants, invitees or licensees of such other Residential Units, except for any damage arising from vehicle impact, arson or fraud caused or contributed to by any of the above.
 - (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
 - (c) Additional living expenses incurred by an Owner if forced to leave his Residential Unit by one of the hazards protected against under the Owner's personal policy.

- (d) Insurance covering special assessments levied against an Owner's Residential Unit by the Corporation, and contingent insurance coverage in the event that the Corporation's insurance is inadequate.
- (e) Insurance covering payment by an owner of the Corporation's deductible in accordance with paragraph (i) Section 2 of this Article IX

4. **Indemnification of Corporation** - Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his household or any member thereof, any other resident of his Unit, or any guests, invitees or licensees of such Owner or resident to or with respect to the Lands and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments pursuant to this clause shall be deemed to be additional contributions toward the common expenses payable by such Owner and are recoverable as such.

5. **Indemnity for Directors and Officers** - The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against any liability, cost, loss, damage or expense incurred by them in the execution of their respective duties as officer or directors of the Corporation, provided however that such insurance shall not indemnify any of the directors or officers against any liability, cost, loss, damage or expense incurred by them as a result of a breach of their duty to act honestly and in good faith or in contravention of the provisions of the Act.

Article X DUTIES OF CORPORATION

1. **Duties** - In addition to and subject to any other duties or obligations of the Corporation set out in the Act or elsewhere in this Declaration or specified in the by-laws of the Corporation, the Corporation shall have the duty:

- (a) To take all reasonable steps to maintain and enforce the Corporation's lien arising pursuant to Section 85(1) of the Act arising from this Declaration, against any Unit in respect of which the Owner has defaulted in the payment of common expenses;
- (b) To abide by, and comply with, the terms and conditions of any agreements or licences entered into with respect to the development of the Condominium;
- (c) To take all reasonable steps to enforce the provisions of the Act, the Declaration, and any by-laws, rules or regulations adopted by the Corporation in connection to the Condominium;
- (d) To grant or accept a transfer of any easements and rights of way as may be necessary to give effect to the provisions of this Declaration.

Article XI GENERAL MATTERS AND ADMINISTRATION

1. **Rights of Entry**

- (a) The Corporation, the Declarant and any Mortgagee, until title to all of the Units has been transferred to the respective Unit Owners, 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 Residential Unit or Residence at all reasonable times and, except in the case of the Declarant, upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent of the Corporation may enter a Residential Unit or Residence at any time and without notice (such lack of notice to be deemed to be reasonable notice in an emergency situation), for the purpose of repairing the Residential Unit, the Residence or any other portion of the Lands for which the Corporation, by operation of this Declaration or otherwise, becomes responsible and for which failure to correct such condition might result in damage to the Lands or a Residential Unit or the property or any assets of the Corporation. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If a Resident is not personally present to grant entry to such Residential Unit or Residence, the Corporation, or its agents, may enter upon such Residential Unit or Residence without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents, do not impose, and shall not impose, any responsibility or liability whatever for the care or supervision of any Residential Unit or Residence except as specifically provided in this Declaration or the by-laws of the Corporation.

- (e) The Owner shall provide to the Corporation and the Corporation shall retain a key to all locks for exterior doors providing ingress and egress to and from any Unit. No owner shall change any lock or place any additional lock on such exterior doors to any Residential Unit or Residence without the written consent of the Corporation and without providing a key to such new lock.

2. Units Subject to Act, Declaration, By-Laws, and Rules - All present and future Residents and Guests and all directors, officers and employees of the Corporation, and any person having an encumbrance against a Unit and its appurtenant common interest, shall be subject to and shall comply with the provisions of the Act, this Declaration, the by-laws and Rules.

The acceptance of a transfer/deed, or the entering into a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, this Declaration, the by-laws and Rules, 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 be 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 transfer/deed or lease or occupancy agreement.

3. Invalidity - Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or enforceability in whole or in part of any one or more of such provisions shall be deemed not 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 provisions had never been included herein.

4. Notices -

(a) Except as otherwise provided in the Act, any notice, direction or other instrument required or desired to be given or delivered, may be given as follows:

- (i) to a Resident, by giving same to him, or to any director or officer of the Resident, either personally or by ordinary mail postage prepaid, addressed to him at the address for service given by such Resident to the Corporation for its records, or if no such address has been given to the Corporation, then to such Resident at his Unit;
- (ii) to a Mortgagee who has notified the Corporation of his interest in any Unit, by giving same to such Mortgagee or to any director or officer of such Mortgagee either personally or by ordinary mail, postage prepaid, addressed to such Mortgagee at the address for service given by such Mortgagee to the Corporation;
- (iii) to the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service;
- (iv) to the Declarant by giving same to any director or officer of the Declarant, either personally, by bonded courier, or by telefax, address to the Declarant at its address for service from time to time.

(b) For any notices mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second day following the day on which same was mailed.

(c) In the event of a postal strike or threatened actual interruption of mail service, all notices shall be delivered personally, by courier, or by telefax transmission.

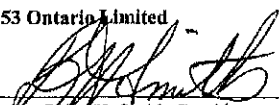
5. Waiver - The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws, or any Rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to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

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

7. 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.

DATED at the City of Peterborough this 12th day of February, 2008.

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

890353 Ontario Limited
 Per: 
 Name: Brian H. Smith, President

I have the authority to bind the Corporation

SCHEDULE A

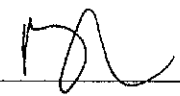
PIN 28310-0220 (LT) - LT 66 PL 8, PT OF SHORE ROAD ALLOWANCE IN FRONT OF LT 66 PL 8 (CLOSED BY R542745), PT LT 13 CON 2, PT LT 14 CON 3, PT ROAD ALLOWANCE BTWN CONS 2 & 3 (CLOSED BY R542745 & R694945), BEING PT 1 PL 45R13592, EXCEPT PT 1 PL 45R14269, TOWNSHIP OF ANSTRUTHER, S/T EASEMENT IN GROSS OVER PT 1 PL 45R13592 AS IN PE51582 AND PE64089; NORTH KAWARTHA

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

Lockington Lawless Fitzpatrick LLP

Feb. 26/08

Dated

Per: 

Peter J. Lawless, Solicitor

SCHEDULE B
CONSENT OF ENCUMBRANCERS

FORM 1
CONSENT (SCHEDULE B TO DECLARATION) (UNDER CLAUSE 7 (2) (B)
OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

- 1. We, CIBC Mortgages Inc. have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number PE45680 in the Land Registry Office for the Land Titles Division of Peterborough (No. 45).
- 2. We consent to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4. We are entitled by law to grant this consent and postponement.

Dated this 28 day of November, 2007

CIBC Mortgages Inc.

.....
(signature)

Per: **LILY LAM**

Title: **BRANCH**
(print name)



I/We have the authority to bind the Corporation

.....
(signature)

Per:

Title: **TEAM LEADER Bus. Center**

(print name) **CARMELITA ABERIN**

I/We have the authority to bind the Corporation

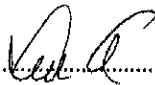
FORM 1
CONSENT (SCHEDULE B TO DECLARATION) (UNDER CLAUSE 7 (2) (B)
OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

1. We, CIBC Mortgages Inc. have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number PE45681 in the Land Registry Office for the Land Titles Division of Peterborough (No. 45).
2. We consent to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 20 day of November, 2017

CIBC Mortgages Inc.



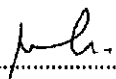
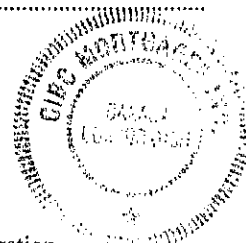
(signature)

Per: LILY LAM

Title: Branch Manager

(print name)

I/We have the authority to bind the Corporation



(signature)

Per:

Title: Team Leader for Central

(print name) CARMELITA ABERIN

I/We have the authority to bind the Corporation

FORM 1
CONSENT (SCHEDULE B TO DECLARATION) (UNDER CLAUSE 7 (2) (B)
OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

- 1. We, The Guarantee Company of North America, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number R706438 in the Land Registry Office for the Land Titles Division of Peterborough (No. 45).
- 2. We consent to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4. We are entitled by law to grant this consent and postponement.

Dated this 28th day of November, 2007

The Guarantee Company of North America

.....
(signature)



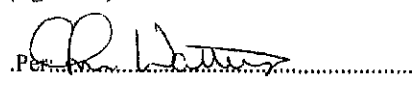
Per:

Title: **PAMELA MARTIN**
SR. SURETY UNDERWRITER

(print name)

I/We have the authority to bind the Corporation

(signature)



Per:

Title: **CHRIS WATTERS**
SENIOR MANAGER, NATIONAL SURETY

(print name)

I/We have the authority to bind the Corporation

FORM 1
 CONSENT (SCHEDULE B TO DECLARATION) (UNDER CLAUSE 7 (2) (B)
 OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

1. The undersigned, 1559684 Ontario Inc., has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number R711039 in the Land Registry Office for the Land Titles Division of Peterborough (No. 45).
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 ..28th..... day ofNovember....., 2007.....

1559684 Ontario Inc.

.....
 (signature)

Per: 

Title: ROBERT EDWARD RIEL, President

(print name)

I have the authority to bind the Corporation

FORM 1
CONSENT (SCHEDULE B TO DECLARATION) (UNDER CLAUSE 7 (2) (B)
OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

- 1. I, Beverly Riordan, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number R678569 in the Land Registry Office for the Land Titles Division of Peterborough (No. 45).
- 2. I consent to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. I postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4. I am entitled by law to grant this consent and postponement.

Dated this 23 day of November, 2007.

B. Riordan
.....
(signature)

....Beverly Riordan.....
(print name)

FORM 1
CONSENT (SCHEDULE B TO DECLARATION) (UNDER CLAUSE 7 (2) (B)
OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

- 1. I, Beverly Riordan, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number R689796 in the Land Registry Office for the Land Titles Division of Peterborough (No. 45).
- 2. I consent to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. I postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4. I am entitled by law to grant this consent and postponement.

Dated this 23 day of November, 2007

B Riordan
(signature)

...Beverly Riordan.....
(print name)

FORM 1
CONSENT (SCHEDULE B TO DECLARATION) (UNDER CLAUSE 7 (2) (B)
OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

- 1. I, Beverly Riordan, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number R698207 in the Land Registry Office for the Land Titles Division of Peterborough (No. 45).
- 2. I consent to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. I postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4. I am entitled by law to grant this consent and postponement.

Dated this 23 day of November, 2007

B Riordan

(signature)

...Beverly Riordan.....

(print name)

FORM 1
CONSENT (SCHEDULE B TO DECLARATION) (UNDER CLAUSE 7 (2) (B)
OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

- 1. I, Beverly Riordan, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number R703828 in the Land Registry Office for the Land Titles Division of Peterborough (No. 45).
- 2. I consent to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. I postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4. I am entitled by law to grant this consent and postponement.

Dated this 23 day of November, 2007

B Riordan
(signature)

....Beverly Riordan.....
(print name)

FORM 1
CONSENT (SCHEDULE B TO DECLARATION) (UNDER CLAUSE 7 (2) (B)
OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

- 1. I, Beverly Riordan, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number R722989 in the Land Registry Office for the Land Titles Division of Peterborough (No. 45).
- 2. I consent to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. I postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4. I am entitled by law to grant this consent and postponement.

Dated this 23 day of November, 2007.

B Riordan
(signature)

Beverly Riordan
(print name)

SCHEDULE C

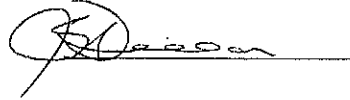
BOUNDARIES OF UNITS

Each Residential Unit shall comprise the area with the heavy lines shown on Part 1, Sheet 2 of the Description with respect to the Unit numbers indicated thereon.

I hereby certify that the boundaries of the Units are controlled by the monuments illustrated on Part 1, Sheet 2 of the Description.

Beninger Surveying Ltd.

February 8, 2008



Dated

Per: John Duncan

Reference should be made to the provisions of the Description and the Declaration itself in order to determine the maintenance and repair responsibilities for any Residential Unit and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/ or any other appurtenances) are included or excluded from the Residential Unit, regardless of whether same are located within or beyond the boundaries established for such Residential Unit.

SCHEDULE D

PROPORTION OF COMMON INTEREST AND COMMON EXPENSE
EXPRESSED IN PERCENTAGE

<u>Unit</u>	<u>Proportion of Common Interest and Common Expenses</u>
1	4%
2.	4
3.	4
4.	4
5	4
6.	4
7.	4
8.	4
9.	4
10.	4
11.	4
12.	4
13.	4
14..	4
15.	4
16.	4
17.	4
18.	4
19.	4
20.	4
21.	4
22.	4
23.	4
24.	4
25.	4
	100%

SCHEDULE E

COMMON EXPENSES

Common expenses shall include but shall not be limited to the following:

- a) All expenses of the Corporation incurred by it or by the Board in the performance of the objects and duties of the Corporation, whether such objects and duties are imposed under the provisions of the Act, this Declaration, or performed pursuant to the by-laws or Rules of the Corporation.
- b) All sums of money properly levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities, and services including without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) the procurement and maintenance of any insurance coverage required or permitted by the Act, or this Declaration and which this Declaration provides is not to be borne solely by a Unit Owner;
 - (ii) water and sewage charges for the Units and other portions of the Lands to the extent not metered separately for any Unit;
 - (iii) hydro-electric power for the Units and to other portions of the Lands to the extent not metered separately for any Unit;
 - (iv) fuel, including natural gas or propane for the Units and other portions of the Lands to the extent not metered separately for any Unit;
 - (v) realty taxes (including local improvement charges) levied against the Lands and any Units owned by the Corporation;
 - (vi) snow ploughing and removal and landscaping;
 - (vii) garbage collection, the collection of recyclable materials and waste disposal for the Units and any other portion of the Lands;
 - (viii) maintenance materials, tools, equipment and supplies;
 - (ix) maintenance of the Docking Facilities, Common Area Blocks and Service Area Block;
- c) The cost of obtaining and maintaining fidelity bonds as provided in the by-laws of the Corporation, if any.
- d) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or companies engaged or retained by the Corporation, its Board or by its duly authorized agents, servants and employees, for the purpose of performing any or all of the duties of the Corporation.
- e) All sums of money paid or payable by the Corporation in the performance of its objects, duties and powers including without limitation legal, engineering, accounting, auditing, expert appraising, consulting, advising, maintenance, managerial, secretarial and professional advice and services required by the Corporation.
- f) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation in accordance with the Act and this Declaration.
- g) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation, save such costs or expenses as this Declaration imposes on any Owner.
- h) The cost of borrowing money to carry out the duties of the Corporation and the repayment thereof including principal and interest, and the repayment of debts incurred for the objects of the Corporation.
- i) All sums of money paid or payable by the Corporation for the acquisition or retention of real property for the use and enjoyment of the Lands or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.
- j) All sums of money paid or payable by the Corporation for the utilization of any easement, lease or right required, necessary or desirable for the maintenance of access and supply of service to the Lands.

- k) The cost of maintaining security as determined by the Board in its discretion, including any security staff and the cost of repairing, maintaining, replacing and leasing of security equipment.
- l) All expenses incurred by the Corporation or by its Board in enforcing any of the by-laws or Rules of the Corporation from time to time, and in effecting compliance therewith by all the Owners and their respective family members, tenants, residents or invitees, unless these expenses are able to be charged or levied against the individual Owners, as contemplated by this Declaration.
- m) The cost of maintenance, repair, operation, replacement, furnishing, fixturing and equipping the Lands as required of the Corporation.
- n) All sums of money paid or payable by the Corporation pursuant to the provisions of Section 97 of the Act, as amended.
- o) The cost of insurance appraisals.
- p) 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.
- q) Common expenses payable by the Corporation in respect of any Unit owned by the Corporation or any portion of the Lands.

SCHEDULE F
EXCLUSIVE USE OF COMMON ELEMENTS

NONE

SCHEDULE G
CERTIFICATE OF ARCHITECT

Form 2

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) or (h) of the *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 29th day of February, 2008.

M.J. Davenport & Associates Ltd.

(signature) _____

(print name) Murray J. Davenport

(Strike out whichever is not applicable:

~~Architect~~ / Professional Engineer

SCHEDULE "N"

RULES

The following Rules made pursuant to the Condominium Act, 1998, S.O. 1998, C.19 (the "Act") shall be observed by all Owners and any other person(s), including, without limitation, members of the Owner's family, his tenants, guests, invitees, servants, agents and contractors.

1. GENERAL

- a) Any losses, costs or damages incurred by the Condominium Corporation (the "Corporation") by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and or paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.
- b) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- c) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents.
- d) No animal which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on; in or around any Unit.

2. QUIET ENJOYMENT

- a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- 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 hereby incurred in abating the noise (including reasonable solicitor's fees).
- c) No auction sales, private showing or public events shall be allowed in the any unit or the common elements.
- d) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- e) Any repairs to the units or common elements shall be made only during reasonable hours.

3. SECURITY

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

4. SAFETY

- a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- b) No owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance 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 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 Board of Health or with any statute or municipal by-law.

5. COMMON ELEMENTS

- a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, if any.
- b) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit.

- c) The passageways, walkways and roadways, which are part of the common elements, shall not be obstructed by any of the owners or occupants 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.
- d) Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant.
- e) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
- f) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Units and 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 Manager requesting removal of such pet, permanently remove such pet from the property.

6. UNITS

- a) Units shall be used only for such purposes as provided for in the Corporations Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed.
- b) 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 Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the 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.
- c) No vehicles bearing commercial or farm plates are permitted to be parked on common areas or driveways.
- d) Recreational equipment such as playground equipment, hockey nets and basket ball nets may be located on the units only upon the express written consent of the Corporation and, if such use is approved, only during daylight hours.
- e) Seasonal decorations may be put up by homeowners on their own unit one month prior to a seasonal holiday and must be removed no later than one month following the conclusion of the seasonal holiday.
- f) Storage on rear patios is restricted to BBQs and seasonal lawn furniture. Seasonal lawn furniture should be stored indoors when the season ends.

7. GARBAGE DISPOSAL

- a) Owners shall be responsible for placing their debris, refuse and garbage in bins provided by the Corporation and shall not allow any such debris, refuse or garbage to be laying about their unit.

8. TENANCY OCCUPATION

- a) No Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the Unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form and a duly executed Tenant's Undertaking and Acknowledgment to abide by the Declaration, By-Laws and Rules in such form as may be approved from time to time by the Corporation.
- b) In the event that the owner fails to provide the foregoing documentation in connection with paragraph (a) above prior to the commencement date of the tenancy, any person or persons intending to reside in owner's unit shall be deemed a trespasser by the Corporation.
- c) No owner shall allow his tenant to sublet his unit to another tenant..
- d) 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 therefore.
- e) The owner shall supply to the Corporation his current address and telephone number during the period of occupancy by the tenant.

9. PARKING

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, family passenger truck, family passenger van, four wheel drive passenger vehicle or motorcycle as customarily understood.

- a) Nothing, whether they be motorized or non-motorized, other than a motor vehicle can be parked or left on the common elements without the express written consent of the Corporation.
- b) No servicing or repairs shall be made to any motor vehicle or any equipment of any kind on the common areas without the express written consent of the Corporation.

- c) No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common areas. 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 where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- d) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed, if any.
- e) 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.
- f) No person shall park or use a motor vehicle in contravention of these Rules, otherwise 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.