



111 GREGSON COURT FERGUS, ONTARIO

A TIMBERWORX CUSTOM HOMES INC.
PHASED CONDOMINIUM PROJECT

PROPOSED DECLARATION

THIS DECLARATION is made and executed by **Timberworx Custom Homes Inc.** (hereinafter, the "**Declarant**"). The registration of this Declaration and its related description will create a Freehold Standard Condominium Corporation that is a Phased Condominium to which Part XI of the *Condominium Act, 1998* applies. The Declarant intends that the land and interest appurtenant to the land in the description and Schedule A of this Declaration be governed by the *Condominium Act, 1998*.

ARTICLE I: INTRODUCTORY

Definitions and Interpretation

1. All words in this Declaration that are defined in the Act shall have the meaning ascribed to them in the Act, and:
 - a. "Act" means the *Condominium Act, 1998* and the Regulations pursuant to that Act, each as amended, supplemented or replaced from time to time and any successor legislation, except where the context requires otherwise;
 - b. "Board" means the board of directors of the Corporation;
 - c. "By-law" means a by-law of this Corporation as defined in the Act;
 - d. "Common Elements" refers to all parts of the Condominium Plan that are not all or part of a Unit;
 - e. "Common Services" mean any and all street lighting on any internal roadway, and all curbs, sidewalks, visitor parking spaces (if any), pipes, wires, vents, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), stormwater swales, sump pumps, sump pump pits, weeping tiles and/or other conduits, telecommunication signal transmission and reception facilities and lines, water mains, fire hydrants, telephone cables and access transmission lines and public and private utility lines that, without limiting the generality of the foregoing, provide or transmit, walkways, power, communication facilities, water, fuel, stormwater and other drainage, and/or sewage disposal, provided same service more than one unit and/or the Common Elements;
 - f. "Condominium Plan" means the lands governed by the Act as a result of the registration against title thereto of this Declaration and the related description, which lands are more particularly described in Schedule A hereto, as amended from time to time;
 - g. "Corporation" means the condominium corporation created by the said registration of this Declaration and the related description;
 - h. "Declaration" means this declaration, including as it may be amended from time-to-time;
 - i. "Description" means the plans of survey prepared in accordance with Ontario Regulation 49/01 and filed at the Land Titles Office concurrently and in conjunction with the Declaration, and as they may be amended from time to time;
 - j. "Designated Parking Space" means a Common Elements parking space allocated to a particular Unit as an EUA;
 - k. "EUA" means a portion of the Common Elements designated in Part 2 of the Description and in Schedule F of this Declaration for exclusive use by the Unit Occupants of a particular Unit;
 - l. "Life Safety Warning Devices" means smoke detectors, fire detectors, carbon monoxide detectors and other life safety warning devices of a Unit as are prescribed by the

applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time;

- m. "motor vehicle" means a regular passenger automobile, motorcycle, van, sport utility vehicle or pick-up truck, and does not include any recreational vehicle or any commercial-use vehicle or equipment;
- n. "Municipality" means, generally, a municipality duly incorporated in the Province of Ontario within the meaning of the Municipal Act, 2001, and, specifically, in relation to the matter subject of the context in which the term is used in this Declaration, the municipality or municipalities having jurisdiction and authority in regard to the same;
- o. "Owner" means the owner or owners of a Unit, as does the term "Unit Owner";
- p. "parking space" means any Designated Parking Space, Parking Unit (if any), or any other part of the Common Elements described as a parking space in the Description or designated for that purpose by the Board from time to time;
- q. "party wall" means any interior wall that is a dividing partition separating two adjoining Units;
- r. "Recreational vehicles" means boats, trailers, snowmobiles, personal water craft, including without limitation those commonly known as "sea doos," and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one or more persons;
- s. "Telecommunication Device" means any signal transmission or signal reception device, or any roof antenna, satellite dish, or any other antenna, exterior tower antenna, or satellite dish antenna for either radio, television, internet or other reception or transmission, or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish, or other transmission or reception device;
- t. "Rule" means a rule of this Corporation as defined in the Act;
- u. "smoking product" means and includes all cigarettes, cigars, tobacco, and tobacco products, cannabis, marijuana, and any other substance which is consumed through lighting, burning, smoking, or vaping it, including pipes, electronic cigarettes or any other lighted smoking equipment, and "smoke" or "smoking" include but are not limited to the smoking, vaping, inhaling, exhaling, burning of, or holding of any lighted smoking product;
- v. "Unit" means a unit as defined in the Act, pertaining to this Condominium Plan, and shall include:
 - i. "Commercial Use Units" being, initially, Units 1 through 10, both inclusive, on Level 1; and
 - ii. "Parking Units," if any parts of the property are so designated in an amendment to the Declaration and Description creating a phase of this Condominium Plan or otherwise;
- w. "Unit Occupant" shall include both "Primary Unit Occupants" and "Secondary Unit Occupants," where:
 - i. "Primary Unit Occupant" means any Unit Owner (whether or not occupying a Unit) and any person or company in actual and permitted occupancy of a unit

(including, without limitation, a tenant or licensee); and

- ii. "Secondary Unit Occupant" means a Primary Unit Occupant's employees, suppliers, contractors, agents, servants, and any other person permitted entry and while present anywhere on the Condominium Plan.
 - x. "Unit Signage" means the signs that are affixed appurtenant to each of the Units identifying the Unit Owner, Primary Unit Occupant, and/or the business being carried out in the Unit to which it is appurtenant; the dimensions, style, materials, lighting, and general appearance of which are to be determined in the sole discretion of the Declarant while the Declarant owns any Unit, and thereafter by the Board from time to time; the contents of which are to be determined by the Unit Owner subject to the further provisions of this Declaration and the Rules pertaining thereto (if any); and each of which forms part of the Common Elements and is not part of the Unit to which it is appurtenant;
 - y. "Unit Systems" means, collectively, a Unit's electrical systems, plumbing mechanisms and systems, and its heating, ventilating and air conditioning (HVAC) equipment (including furnances and air conditioners), metal sleeves, pipes, flues and vents and related equipment, and all pipes, wires, cables, conduits, ducts, and related junction boxes, fixtures, outlets and other facilities relative to utilities in respect of a Unit, that service only such Unit whether or not located within the Unit boundaries of that Unit;
 - z. "Visitor" shall include, without limiting the ordinary generality of the term, any person other than a Unit Occupant who is an invitee, client, customer, or other guest of a Unit Occupant, while present anywhere on the Condominium Plan; and
 - aa. the terms "repair" and "maintain" as used herein have, in the first instance, their ordinary meanings except where used in reference to an obligation of a Unit Owner or the Corporation to perform maintenance or repair in respect of a Unit or the Common Elements or any part(s) thereof. In such instances, the term "repair" shall be understood to mean "repair after damage," and such term, and the term "maintain," shall have the meanings ascribed to them in subsections 89 (2) and 90 (2) of that version of the Act in effect as at March 1, 2021, until the coming into force of subsection 1 (16) and section 82 of Schedule 1 of the Protecting Condominium Owners Act, 2015, S.O. 2015, c.28, which amend the definitions of such terms in relation to the said obligations.
2. Captions and headings with respect to paragraphs, articles and/or subparagraphs of this Declaration do not have any standing and are placed herein for descriptive purposes only and do not affect or in any way vary the plain meaning of the contents of the paragraphs, articles and/or subparagraphs to which they are appurtenant.
 3. Each use of the masculine, feminine or neuter genders in this Declaration shall be deemed to include the others, and the use of the singular shall be deemed to include the plural, and vice versa, wherever the context so requires.

Schedules

4. The consent of any person having a registered mortgage against the Condominium Plan or interests appurtenant to the Condominium Plan is contained in Schedule B.
5. The monuments controlling the extent of the units are the physical boundaries set out in Schedule C and in the description.
6. A statement of the proportions, expressed in percentages, of the common interests appurtenant to the Units is set out in Schedule D.

7. A statement of the proportions, expressed in percentages allocated to the Units, in which the Unit Owners are to contribute to the common expenses, is set out in Schedule D.
8. A statement of the common expenses is set out in Schedule E.
9. A specification of the exclusive use portions (if any) of the Common Elements that are to be used by the Unit Owners of one or more designated Units and not by all the Unit Owners is set out in Schedule F.
10. The requisite certificate as prescribed by regulation 48/01 is attached hereto as Schedule G.

Addresses

11. The municipal address for the Corporation is 111 Gregson Court, Fergus, Ontario.
12. Until amended by the Corporation in accordance with the provisions of the Act, the mailing address and the address for service of the Corporation are c/o Timberworx Custom Homes Inc., 5-275 Hanlon Creek Blvd., Guelph, Ontario N1C 0A1.

ARTICLE II: UNITS

Unit Components

1. Notwithstanding anything otherwise provided herein:
 - a. each Commercial Use Unit shall exclude all structural beams, columns and walls, as well as all pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines used for power, cable television, water, heating, air conditioning or drainage, and mechanical or similar apparatus that provide any service or utility to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular Unit but which do not service that particular Unit; and
 - b. except for lateral feeds to and from the Unit, each Commercial Use Unit shall include all parts of a Unit's Unit Systems and Life Safety Warning Devices (to the extent the same are fixtures). For clarity only, and without limiting the generality of the foregoing, the HVAC equipment that services a Unit may be located in part on the roof or other exterior portion of the Condominium Plan but shall form part of the Unit serviced thereby.
2. The water stops with respect to the water lines within this Condominium Plan shall be Common Elements despite being located within the boundaries of any Unit. The Municipality and the Corporation, including their respective agents, contractors and workmen are entitled to access to the Unit as is necessary from time-to-time to repair and maintain and replace the water stops or to turn on and/or shut off the water being supplied to a Unit.
3. For clarity only and without amending any other provisions of this Declaration, where a garage door is appurtenant to a Commercial Use Unit, the garage doors and all its appurtenant equipment form part of the Unit and are not part of the Common Elements.

Provisions Relating to Use and Occupancy

4. Each Unit Owner must advise the Board in writing of the name of each Unit Occupant of the Owner's Unit forthwith upon such Unit Occupant's commencement of use or occupancy of the Unit.
5. The Units are to be used for commercial purposes only and are not designed or intended to be used in whole or in part for any temporary or permanent residential purposes.

6. No Unit may be occupied by or used in whole or in part in any way or for any purpose that:
- a. is illegal;
 - b. causes, emits, and/or creates anything combustible and/or noxious and/or irritating, and/or malodorous and/or offensive, or anything else which could be considered a nuisance and can be detected in any significant way in any Unit (other than the Unit from which such odour is caused or emitted) or in the Common Elements;
 - c. uses, causes, emits, and/or creates anything that is explosive or toxic in any dangerous quantity (as determined in the sole and absolute discretion of the Board);
 - d. in the opinion of the Board presents any significant threat of injury to the health, safety or security of any of the Unit Occupants or Visitors or risk of damage to the Units, Common Elements and/or assets within this Condominium Plan;
 - e. causes or generates or permits noise over and above what might be reasonably expected in a commercial setting unless permitted by this Declaration or otherwise by the Board in writing and subject to such conditions or restrictions as the Board may choose to impose; or
 - f. in the discretion of the Board acting reasonably creates or is the cause of any nuisance other than those described above affecting other Unit Occupants or Visitors of Units within this Condominium Plan.
7. No Unit shall be occupied or used by anyone whose occupancy or use shall give rise to the possible cancellation of any policy of insurance. If any proposed or actual use of a Unit or the proposed or actual occupation thereof by any person or persons should in the sole determination of the Board upon the advice of its insurer and such other reliable counsel, cause a threatened or actual:
- a. increase in the cost of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation; or,
 - b. cancellation and/or non-renewal of any or all of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation;

then, such proposed or actual use of such Unit or proposed or actual occupation thereof by such person or persons if it has not yet occurred, shall not be allowed to occur, or, if it has occurred already and is continuing, shall immediately cease upon the written request to the Unit Owner by the Board.

In addition, or, alternatively, in the sole and absolute discretion of the Board, if a Unit is occupied or used by anyone in a way that results in an increased insurance premium cost to the Corporation, the Unit Owner of the relevant Unit shall reimburse the Corporation for the amount of the increase, and the increase in premium cost shall be added to the said Unit Owner's contribution towards common expenses and therefore can be the subject matter of a lien on account of arrears of common expenses if not paid upon request by the Board.

8. In addition and without limiting the generality of the foregoing, no Unit may be used for any of the following purposes without the prior and express written consent of the Declarant while it owns any unit, and thereafter the Board, and then only in strict compliance with the terms of any such consent:
- a. for the storage or production of any item(s), good(s) or substance(s) which is/are toxic

or malodorous in nature or effect, or which, if it/they should escape could cause an environmental concern, or which are attractive to vermin or pests;

- b. as or for a facility, service, or business providing motor vehicle, mechanical equipment, or machinery maintenance and/or repairs, other than in connection with offering such vehicles, machinery, or equipment for sale, which, for clarity, is a permitted business activity within this Condominium Plan;
 - c. as or for a facility, service, or business of which the primary activity is the sale, other provision, or production of smoking products;
 - d. as a slaughterhouse, butcher's shop or any other primary food production facility;
 - e. as or for any facility, service, or business involving the keeping of pets or other animals of any kind within the Unit on either a temporary or permanent basis, such as, but without limiting the generality of the foregoing, a pet store, pet supplies store, kennel or animal boarding place, veterinarian's office, pet grooming service, and so forth;
 - f. as a location in which musical or theatrical entertainment or dancing is carried out on the premises, such as a night club, disco, theatre, or karaoke club; or
 - g. as or for any facility, service, or business that constitutes activities or provides goods, materials, and/or services of an "adult", erotic, or pornographic and or prurient nature, whether or not such activities, goods, materials, and/or services are permitted by law, and whether or not such activities or services constitute all or only part of the activities, goods, materials, and/or services operated or managed in or from the Unit or all or only part of the activities, goods, materials, and/or services of the business occupying some or all of the Unit. Without restricting the generality of the foregoing, no Unit may be used in whole or in part or at all for what the Board considers in its absolute, unfettered and unquestionable opinion to be an exotic dance club, a strip club, a massage parlour (other than for therapeutic massage provided by a registered massage therapist for medical purposes), a pornographic movie theatre, retail, or wholesale supply or distribution of erotic paraphernalia or pornographic materials of any kind, or for the production of materials that are pornographic or are in any way prurient in nature.
9. The Corporation may make Rules prohibiting smoking or holding a lighted smoking product in a Unit or in or on any part of the Common Elements. Unless and until such Rules are made, smoking is not prohibited in the Condominium Plan.
10. It shall be each Unit Owner's responsibility to ensure that all Unit Occupants of such Owner's Unit(s) comply with and are aware of the provisions of this Declaration and all current By-laws and Rules and it is a duty of the Unit Owners and Unit Occupants to comply with the Declaration, By-laws and Rules.

Leasing Units

11. No Unit Owner shall lease such Unit Owner's Unit to any person whose occupancy or use of the Unit would be contrary to the provisions of this Declaration. No lease of a Unit shall be valid the Unit Owner delivers to the Board:
- a. A written statement signed by the Unit Owner representing and warranting that the proposed occupancy by the intended tenant(s) of the Unit shall comply in all respects with the conditions and restrictions on occupancy that are set out in this Declaration; and
 - b. an acknowledgement and undertaking signed by the primary tenant containing:

- i. the legibly printed name(s) of each person who is proposed to occupy the Unit pursuant to such tenancy; and
- ii. the following statement without omission or amendment:

I acknowledge receiving copies of the Declaration, By-laws and Rules of the Corporation and hereby undertake, covenant and agree that I and all Visitors and Unit Occupants of the Unit from time to time will, in using the Unit rented by me and the Common Elements of this Condominium Plan, comply with the legislation applicable to condominiums in Ontario, the Declaration, By-Laws and all Rules of the Corporation, and the applicable provisions of all municipal development, site plan and other agreements, all utility easement agreements and all restrictive covenants affecting the Unit and Common Elements during the term of the tenancy.

Failing the delivery of such documents, such proposed tenancy is not permitted and any person making use of the Unit or Common Elements under the auspices of the same shall be considered a trespasser on the Condominium Plan and shall be dealt with accordingly in the sole discretion of the Board.

12. Designated Parking Spaces and Parking Units (if any) may not be leased to any person or company that is not a Primary Unit Occupant. Use of a Designated Parking Space or Parking Unit by a Secondary Unit Occupant or Visitor may be permitted by a Primary Unit Occupant who has the right to the use thereof on account of Unit ownership or a leasehold interest.

ARTICLE III: ACCESS, ALTERATIONS & OTHER USES OF THE PROPERTY

Access by Declarant

1. The Declarant is entitled to complete all buildings and all improvements to the Condominium Plan, display signage on the Common Elements, maintain Units as models for display and sale purposes, to have potential purchasers and tenants visit any Unit owned by the Declarant (including viewing the Common Elements and passing across same), and otherwise maintain construction offices, displays and signs on the Common Elements and in the Units owned by the Declarant, and it and its agents and employees are granted the right to enter onto all portions of the Condominium Plan for all such and related purposes until all Units in the Condominium Plan have been sold and conveyed by the Declarant and until the Declarant has completed all of its work with respect to the Condominium Plan including all intended phases thereof. In addition, the Declarant can designate up to two Common Elements parking spaces, which are not Designated Parking Spaces for a sold Unit, for its exclusive use and display signage for same for any purpose it chooses until all Units in the Condominium Plan have been sold by the Declarant. Nothing in this Declaration or otherwise shall prevent or hinder the foregoing. With respect to such facilities and use, the Declarant, subject to the right to use the same as set out above, must otherwise comply with this Declaration, all Rules and By-laws and the Act and act reasonably. In addition and despite the foregoing, reasonable use of exterior lighting by the Declarant will not be considered a nuisance to other Unit Owners nor will any sales flags, pennants or banners of any nature or kind put in place by the Declarant be considered a nuisance and the same are permitted until such time as all of the Units within the Condominium Plan and its proposed future phases have been sold by the Declarant. The Declarant is obligated to pay the common expenses attributed to any Unit that it owns despite the fact it may be using such Unit in accordance with the provisions of this paragraph.

Access by Corporation

2. In addition to rights of access by the Corporation under the Act, a person authorized by the Corporation may enter any Unit without notice for repairing or inspecting the Unit or the Common Elements or for correcting any condition that in the opinion of the Board or

condominium manager (if any) might result in imminent damage or loss to the property or injury to any person. Upon request by the Board or condominium manager (if any), each Unit Owner shall provide the person authorized by the Corporation for the purposes of carrying out entry to the Unit as aforesaid, a key and/or access code allowing entry to the Unit Owner's Unit forthwith and shall provide the codes necessary to deactivate any security alarm situated in the Unit. If such keys and/or codes are not provided upon request and the Corporation is unable in the time frame necessary for access to occur to reach any contact person who can provide access to the Corporation, condominium manager (if any), and any person authorized as set out herein to enter the unit, are each hereby authorized to use such force as is necessary to permit access to the Unit and all costs incurred in relation thereto, including the costs of repairing damage (if any) caused to the Unit or Common Elements thereby, and any charges from any alarm company, shall be the responsibility of the Unit Owner in question to pay.

3. If any mechanical or metering room or space servicing the Condominium Plan is located such that access thereto can only be had by entering into or passing through Unit or an EUA, the Corporation retains a right of entry over and through the same for the purposes of the use, inspection, maintenance, repair of, and any other work required in relation to such space and/or any equipment located therein (including, without limiting the generality of the foregoing, for the purposes of installing or having installed new or replacement equipment servicing the whole or any part of this Condominium Plan) and the Unit Occupants thereof shall ensure that such access is not hindered as and when required in the sole discretion of the Board.

Access by Others

4. Each Unit and the Common Elements are subject to a right of access in favour of the Declarant, the Corporation, the Municipality, utility companies servicing the Condominium Plan, and other Unit Occupants, to permit entry by persons, equipment, machinery and workers as is reasonably required to do work with respect to such Unit, other Units or the Common Elements generally. Each Unit and all of the Common Elements are also subject to a right of entry and access in favour of the Corporation, of all utility companies and companies that supply telecommunications (including telephone, telephone, and internet) services or facilities, and of any Municipality providing utility services (such as water or wastewater services) to permit entry by equipment, machinery and workers as is reasonably required to install, construct, repair, replace, modify, upgrade, renovate, improve and/or maintain any and all pipes, wires, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), telecommunication signal transmission and reception facilities and lines, water mains, telephone cables and access transmission lines and public utility lines that, without limiting the generality of the foregoing, provide or transmit power, communication facilities, water, fuel, and/or sewage disposal, provided same service more than one unit. In addition, any supplier of utilities such as water or gas has the right to place and maintain electricity or other meters (which term includes appurtenant equipment, wiring, transmission lines and any other thing necessary for same to properly function for the purpose for which the meters are intended), for one or more units on any wall(s) of any of the buildings within the Condominium Plan including those within any unit boundaries and the further right to maintain, repair, replace, modify, inspect and read such electricity or other meters from time-to-time as it deems appropriate. Any utility company and/or company supplying television and/or telephone facilities is entitled to affix such equipment as it deems appropriate to outside walls. No Unit Occupant shall interfere with or do or omit to do anything that could reasonably be expected to impair the ability of the same to perform the function(s) intended. There shall be no construction proximate to such pipes, equipment, meters, vents, wires, ducts, cables, drains, conduits, service connections, mains for sewer and stormwater, electricity transformer(s), water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that could damage the same or impair the ability of the same to function as intended. Access to the meters shall be in accordance with any regulations which the utility responsible for reading the meter may have in effect or be subject to from time-to-time. No meter shall be hidden, obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter. The

Declarant (including any successor) and the Corporation have the right to enter any Unit and install any pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment and/or mains.

Alterations

5. Except with the prior express written consent of the Board and the Declarant (while it owns any Unit) or as otherwise permitted in this Declaration or the Rules:
 - a. nothing is permitted to be placed, left, installed, situate or otherwise be in the Common Elements (which, for clarity, includes the exterior building envelope and other related components of the structure surrounding each Unit); and
 - b. no maintenance, signage (other than the Unit Signage), addition, alteration, repair, renovation, improvement, painting or staining that affects the appearance of any part of a Unit that can be seen from any abutting street or from any other Unit and/or from the Common Elements is permitted;

which consent:

- i. neither the Board nor the Declarant is required to provide; and
- ii. if given can be revoked without reason or explanation; and
- iii. may be subject to such conditions and/or criteria as the Board or Declarant (while it owns any lands or Unit within the Condominium Plan), as the case may be, deems or determines is appropriate in its absolute discretion, including without limiting the generality of the foregoing a requirement that the Unit Owner making the request pay a security deposit and/or execute a waiver or indemnity in a form acceptable to the Board or Declarant (while it owns any lands or Unit within the Condominium Plan), as the case may be, where it is reasonable to do so having regard to the risks of property damage and/or personal injury inherent in or attendant to allowing the alteration, addition, placement or other thing that is subject of such consent.

This provision is not applicable to the Declarant or to any Unit owned by the Declarant.

6. No one shall make any change within or to a Unit that would:
 - a. adversely affect noise attenuation features of the Unit or the structure in which the Unit is situate; or
 - b. diminish the fire rating of the Unit or the structure in which the Unit is situate; or
 - c. violate any applicable Building Codes, property standards or building regulations.
7. No addition or alteration to the Common Elements or any Unit (including the construction of any structure(s) therein or thereon) is permitted that would have any impact on the stormwater management facility or plan applicable to the Condominium Plan or neighbouring lands unless such addition or alteration has received the prior written approval of the Board and the government or governmental authority having jurisdiction.
8. With respect to exterior windows, and doors, each of which along with their appurtenant frames forms part of the Unit and is therefore the Unit Owner's responsibility to maintain and repair, no alteration to the colour, design, model, make, or style of any window or door may be made without the express written permission of the Board. The intention of this provision is that the doors and windows of the Units shall retain a consistent "look and feel" subject to the will, desire, and discretion of the Board.

9. No one shall do anything (including any maintenance or repair) or make any change with respect to a party wall or to a load bearing wall or to any other load bearing component within a Unit without:
- a. the submission to the Board upon request of an engineer's certificate addressed to the Corporation confirming that the proposed action will not reduce the load bearing capacity of the said roof, roof structure, wall or such other load bearing component; and,
 - b. obtaining the prior written consent of the Board to the proposed action, which consent may be granted only upon such conditions as the Board may in its sole discretion impose or may be refused (including conditions that add, delete or revise any plan submitted by an Owner under this provision), as the Board acting reasonably determines is necessary for it to approve such maintenance or repair.

This provision applies with necessary modifications in the event the Owners of more than one Unit jointly requests the Board's consent to carry out maintenance and/or repair of such Owners' Units and, in this circumstance, such Owners shall include in their request to the Board for consent a statement setting out such Owners' agreement to share the total cost of the joint maintenance and/or repair to their Units and each Owner's percentage share of such total cost.

Signage

10. No Unit Signage shall be permitted that is in appearance or style contrary to the criteria or specifications established therefor by the Declarant while it owns any Unit, and thereafter by the Board from time to time, or that contains any words or images that, in the sole opinion of the Declarant while it owns any Unit, and thereafter by the Board, are vulgar, prurient, crude, could constitute an expression of bias or hatred as such concepts are understood and applied under the *Criminal Code* of Canada and the *Ontario Human Rights Code*, or otherwise appear likely to cause offense to any person.
11. No signage other than the Unit Signage is permitted to be affixed to the windows and doors of the Units or anywhere on the Common Elements without the express prior consent of the Declarant while it owns any Unit, and thereafter by the Board. Nothing herein shall be construed so as to prevent the Corporation from maintaining one or more signs on the Common Elements that advertise or identify all of the Unit Owners, Unit Occupants, and/or businesses operating out of the Units, in the sole discretion and control of the Declarant while it owns any Unit, and thereafter by the Board.

Parking & Vehicles

12. Subject to the further provisions of this Declaration and the Rules, only motor vehicles that are operable, with a current motor vehicle license and such insurance as is required to permit the operation of that motor vehicle on the highways of Ontario, may be parked or driven anywhere on the Condominium Plan. There shall be no parking or storage of derelict vehicles of any kind anywhere within the Condominium Plan.
13. Recreational vehicles shall not be parked or stored anywhere within the Condominium Plan.
14. The Board has the right to prohibit the parking within this Condominium Plan of any vehicle that is fuelled by other than gasoline, diesel fuel or electricity exclusively (or by a combination of the foregoing fuels), if the Board, acting reasonably, is of the view that such vehicle's presence within the Condominium Plan could pose a danger to the property and/or any of the Unit Occupants
15. No repairs or adjustments to motor vehicles shall be carried out on the Condominium Plan. No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the

parking spaces, driveways or any other portion of the Common Elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of gasoline, oil or other harmful substance from a vehicle.

16. Excessive idling of motor vehicles is not permitted in the Condominium Plan.
17. In the absence of the prior written permission of the Board, the motor vehicle(s) of a Unit Occupant may only be parked in a Parking Unit or a Common Elements parking space to which the Unit Occupant has a right of use by virtue of ownership, lease, or license, or where parking is expressly permitted by signage posted by the Corporation; and no motor vehicle may be parked or left on any other portion of the Common Elements by anyone except with the prior written permission of the Board, which permission can be revoked.

Animals

18. No animals, whether pets or otherwise, shall be kept in any Unit or on the Common Elements without the prior, express, written consent of the Board, and subject to such restrictions as the Board may impose in connection with such consent.
19. Any animals in respect of which such consent has been given shall, when on the Common Elements, be accompanied by a Unit Occupant and kept in a cage, carrier, or on a leash held by a person and under reasonable control so as to not be a nuisance or cause disruption, irritation, or annoyance to other Unit Occupants.
20. If any animal in respect of which such consent has been given should defecate anywhere on the Common Elements, the person accompanying the animal shall immediately clean up the soiled area and has a duty to do so. The Board has the right to collect the costs of actual clean-up of any defecation left anywhere within this Condominium Plan from the Unit Owner of the Unit in which such animal resides or visits in the event that the person accompanying the animal fails to immediately clean up the soiled area, with such costs being deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible.
21. It is the responsibility of each Unit Owner to ensure that no animal permitted to be kept anywhere on the Condominium Plan causes any disturbance, nuisance, or annoyance including, without limitation, excessive noise, aggressive behaviour, or offensive odour.
22. With respect to any animal kept anywhere on the Condominium Plan that,
 - a. is not permitted pursuant to the provisions of this Declaration,
 - b. is not kept in a manner consistent with the provisions of this Declaration or the Rules;
or
 - c. is deemed by the Board (in its absolute discretion) to be or to be the cause of a disturbance, nuisance, or annoyance,

the Board can require that the animal be removed from the Condominium Plan by the person responsible therefor. The animal in question must be removed from the Condominium Plan within fourteen (14) days from the date such order is delivered to a Unit Occupant of the relevant Unit, subject to the discretion of the Board to demand a shorter time period for removal where the animal in question is considered dangerous or its presence gives rise to a risk of property damage or personal injury to any person.

23. Any restrictions or prohibitions with respect to animal that are set out in this Declaration or the Rules are subject to one or more exceptions which can be made for medical reasons in the discretion of the Board reasonably exercised, upon receipt of adequate documentation including without limiting the generality of the foregoing, evidencing:

- d. that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained seeing eye dog or trained seeing eye animal, and is necessary to any person with a right of access to the Common Elements of this Condominium Plan;
 - e. that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained hearing ear dog or trained hearing ear animal and is necessary to any person with a right of access to the Common Elements of this Condominium Plan;
 - f. that an animal which would otherwise be prohibited, is trained and used to assist a Unit Occupant with normal day to day activities that such Occupant, because of a physical disability, is unable to perform for him or herself, such as retrieving items, turning on and off of lights, assisting in propelling a wheel chair and other acts of a similar nature.
24. The necessity of a seeing eye dog (or other suitably trained animal), hearing ear dog (or other suitably trained animal) or other animal which would otherwise be prohibited, accompanying a person with a right of access to the Common Elements of this Condominium Plan must be established by sufficient documentary medical evidence of a physician licensed to practice in the province of Ontario. In addition, while one or more exceptions may be made as aforesaid, any such animal must be kept under reasonable control and not cause any undue disturbance or annoyance to any other Unit Occupant.
25. The Board has the discretion but not the obligation to permit an animal that might otherwise be prohibited, if the need for such other animal is established by sufficient documentary medical evidence of one or more licensed physicians in the province of Ontario.

ARTICLE IV: MAINTENANCE AND REPAIRS

Units, Generally

1. Each Unit Owner must maintain and repair such Unit Owner's Unit, and any and all improvements to such Unit.
2. Any work within a Unit that requires a building permit may not be performed without the approval of the Municipality and prior written consent of the Board which consent will not be arbitrarily or unreasonably withheld.
3. If the Corporation carries out any repair to more than one Unit due to failure by the Owners of such Units to carry out such Owners' repair obligation within a reasonable time after damage occurs, the Corporation shall have absolute discretion to apportion the cost of such repair amongst the Units as it deems reasonable, which apportioned cost shall be added to each Unit's contribution to the common expenses in accordance with the Act.
4. If a construction lien is registered against one or more Units as a result of maintenance or repair of one or more Units, the Owner(s) having contracted for the subject work shall immediately remove the lien, failing which the Condominium may, at its option, obtain a discharge of the lien by:
 - a. paying the amount claimed under the lien into court;
 - b. posting a bond; or
 - c. any other method available to it;

and any such payment and other costs incurred by the Condominium in so doing (including all legal fees, charges and disbursements and applicable taxes) will be borne solely by such Owner(s) and shall be for all purposes common expenses payable by such Owner(s) and

therefore the subject matter of a lien against such Owner(s)'s Unit(s) pursuant to the Act if not paid upon request by the Board.

5. As cool temperatures in a Unit can:
 - a. cause heat loss to nearby Units;
 - b. cause damage to components of the Unit; and/or
 - c. lead to freezing water pipes,

each Unit Owner is responsible for ensuring that the temperature in such Owner's Unit does not fall below 15 degrees Celsius at any time. The Corporation shall, to effect and maintain such temperature, be entitled to repair and if necessary replace the heating apparatus with respect to any such Unit at the expense of the Unit Owner in question. Any costs incurred by the Corporation in maintaining the temperature within a Unit to at least fifteen (15) degrees Celsius (including maintenance, repair or replacement of the heating apparatus) shall be payable by the Unit Owner forthwith upon the expenditure being incurred. If the Unit Owner does not pay the cost of maintaining the temperature in the Unit to fifteen (15) degrees Celsius and the Corporation does have to expend money to do so, then, the monies expended by the Corporation shall be deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible. The cost can therefore be subject to a lien pursuant to the Act.

Life Safety Warning Devices, Other Devices and Unit Systems

6. Each Unit shall be equipped at all times by the Unit Occupants with:
 - a. Life Safety Warning Devices; and
 - b. such ducts, hoses, flue sleeves, and fastening devices and mechanisms on water using appliances and other similar devices as are prescribed by the applicable governmental legislation, regulations, and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time (the forgoing being collectively referred to herein as the "Other Devices").
7. No appliance, fire place or stove, that burns solid fuel such as wood, coal, corn or any other fuel deemed by the Board in its absolute discretion to be a "solid" fuel is allowed within or to be used within any Unit or the Common Elements.
8. Each Unit Owner must effect such repairs, replacements and maintenance of such Unit Owner's Unit's
 - a. Unit Systems,
 - b. Life Safety Warning Devices, and
 - c. Other Devices,

as a prudent and careful owner or occupant would require, and as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time and/or as may be prescribed by the Board servicing such Unit Owner's Unit as directed by the Board at the cost of the Unit Owner of the Unit.

9. In addition to and without limiting the generality of the foregoing, each Unit Owner shall, with respect to such Owner's Unit, ensure that:

- a. all required Unit Systems, Life Safety Warning Devices and Other Devices, are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
- b. the Unit's electrical system is in compliance with all applicable law and requirements of the Board;
- c. all water using appliances, such as, for example only without limiting the generality of the foregoing, dishwashers, water softeners, and water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
- d. all ducts and vent pipes are clean and free of flammable and/or other materials;
- e. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device the same service; and
- f. all Unit Systems air heating and/or air-conditioning mechanisms are in good operating condition, all required Life Safety Warning Devices, are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board;

the foregoing obligations being collectively referred to as the "Owner's Obligations".

10. Each Unit Owner shall provide the Board with such evidence as the Board may require from time-to-time that the Owner's Obligations are satisfied, and the Board has the right to cause periodic inspections of any or all Units as may be required to confirm the same. Such persons as are designated by the Board to perform such inspections are permitted entry to any and all Units from time-to-time on twenty four (24) hours prior notice given to any Unit Occupant except in the case of emergency as reasonably determined by the Board, in which case immediate entry may be obtained. The cost of all routine periodic inspections shall be paid by the Corporation but any additional inspections that the Board causes to be performed to fulfill any legal obligation, or upon the request of a mortgagee or Unit Owner, or due to any pending or completed transfer of title to the Unit, or to ensure that deficiencies noted in a prior inspection have been remedied, shall be at the cost of the Owner of the Unit.
11. The Board has the right to have its representatives make such installations or perform such work (including, without limiting the foregoing, any repairs, installations or replacements as may be recommended in a report based upon an inspection hereunder) required to ensure that the Owner's Obligations are satisfied, and all costs thereof and related thereto are the obligation of the Unit Owner of the Unit to pay. If the costs specified in this paragraph and/or the costs for any of the inspections that are the obligation of an Owner to pay are not paid when required by the Board such costs shall be added to the said Owner's contribution towards common expenses.

Utilities

12. It is intended that gas, electricity, water and/or every other utility supplied to a Unit shall be separately metered for such Unit, such that the costs thereof are to be paid by the Owner of the Unit to which the same are supplied and do not form part of the common expenses or budget of the Corporation.
13. All costs associated with utility services supplied to the Common Elements, if any, shall be common expenses.
14. If at any time any utility service supplied to the Units is "bulk metered" by the supplier of same, the cost thereof shall be included in the common expenses for the Corporation, unless and until

the Municipality or supplier of the same shall install individual meters and charge for the supply thereof in accordance with the measurements on such meters, whereupon paragraph 1 of this Article shall apply in respect of the payment for usage of such utility supply. Additionally, the Declarant or the Corporation may elect to have installed, and to measure the usage of any bulk metered utility supplied to the Units by, private flow meters (or such other devices as permit recording of such supply to individual Units). If this is done and the same are installed and operating, the following provisions which shall apply and be in force and effect from the time that such private flow meters or other similar devices are installed and operating:

- a. Each Unit Owner is responsible to pay the cost of the utility supplied to such Owner's Unit as determined by the Board, which determination shall be based on the amount of such utility supplied by reference to the said meter or other similar device for such Unit. For the purposes of collecting such payments, the Board may in its sole discretion acting reasonably estimate an amount to be paid each month by the Owner(s) of each Unit and shall then make an annual or other periodic adjustment (the actual timing thereof to be determined by the Board in its sole discretion) in accordance with the actual charges by the supplier of such utility and the amount of such utility supplied to each Unit as determined by the Board's reading of the said meters or other similar devices.
- b. The monies to be paid for such utility pursuant hereto shall not be considered a budget item for the determination of the common expenses of the Corporation and no credit for any payment made by an Owner in accordance with these provisions shall be applied against such Owner's obligation to pay common expenses. However, any monies owing for such usage metered by private meters or other similar devices shall be a debt owed to the Corporation by the Owner(s) of the Unit in respect of which such usage is measured and shall be collectible as if the same were common expenses in arrears and for such purposes only shall be considered common expenses and therefore the subject matter of a lien pursuant to the Act if not paid upon request by the Board. Interest will accrue on arrears of monies owing for such utility service usage at the same rate as interest accrues on arrears of common expense payments.

Common Elements

15. Subject to the further and other provisions of this Declaration, the Corporation shall maintain and repair all of the Common Elements of this Condominium Plan in accordance with the property standards established by the Municipality and such additional standards as may be established by the Board or Corporation from time to time.
16. Without limiting the foregoing, each Owner of a Unit must maintain and keep the Common Elements immediately adjacent to any entrance into or exit from such Owner's Unit in a neat and tidy condition as required by the Board.
17. Nothing may be stored by a Unit Owner anywhere on the Common Elements or in a Parking Unit (other than a permitted vehicle) without the prior written consent of the Board.
18. All driveways and walkways of the Condominium Plan are to be kept in a snow free condition at all times.
19. If the asphalt or other hard surface area of any Common Elements area is damaged or in need of maintenance or repair because of the act or omission of any Unit Occupant or Visitor to a Unit, the Unit Owner of the Unit in question shall pay the costs of the maintenance or repair in question with such expense being deemed to be a common expense for which the Unit Owner in question is solely responsible.

General

20. All of the Condominium Plan, whether Unit or Common Elements, shall at all times be maintained by the party responsible for such maintenance in such manner as to comply with

any applicable site plan, landscape plan or tree management plan approved by the Municipality. It shall be the duty of the Corporation to comply with and ensure and enforce compliance by Unit Occupants with the applicable provisions of all applicable site plan and other agreements entered into pursuant to the *Planning Act*, and all Municipality approved stormwater management facility, grading and drainage and landscape plans.

21. The Corporation shall ensure that the drainage in the Condominium Plan shall at all times conform to the Municipality approved overall drainage plan for the Condominium Plan and that drainage will not be altered without the approval of the Municipality; that roof water shall be discharged onto the surface of the ground and not be connected to the storm sewers without the approval of the Municipality; that there will be no construction of any accessory buildings or structures (including swimming pools) without the approval of the Municipality; that all drainage swales or other facilities will be maintained to provide surface water runoff in accordance with the Municipality approved drainage control plan.

ARTICLE V: INDEMNITY

General

1. Subject to the application of any other provision of this Article VI, each Unit Owner shall indemnify the Corporation and as the case may be other Unit Owners against loss, costs, damage or injury caused to the Common Elements or any Unit because of any act or omission of any Unit Occupant of the said Unit Owner's Unit. Without limiting the generality of the foregoing, each Unit Owner shall indemnify to Corporation with respect to any expense incurred by the Corporation on account of a breach or other act or omission by the Unit Owner or any Unit Occupant of the Unit Owner's Unit relating to any provisions of this Declaration, the By-laws or Rules pertaining to parking, vehicles, pets and/or storage.
2. Other than amounts that the Corporation is entitled to collect on account of an order for costs or damages obtained pursuant to section 134(5) of the Act, which shall be added to the common expenses payable by the Owner in accordance with that provision, each Unit Owner shall also indemnify the Corporation for its legal costs and disbursements (including legal fees on a solicitor and client basis) incurred:
 - a. in effecting compliance (other than by court or tribunal proceedings) by the Unit Owner or any Unit Occupant of the Unit Owner's Unit with the provisions of:
 - i. the Declaration, By-laws, Rules and/or the Act;
 - ii. any registered agreements with a Municipality including (without limiting the generality of the foregoing) pursuant to either or both of Sections 41 and 51 of the *Planning Act*, entered by the Declarant and/or any of its predecessors in title;
 - iii. any registered easement(s) and access agreements for the supply of gas, electricity, telephone and cable services to the Corporation entered into by the Declarant and/or any of its predecessors in title;
 - iv. any negative restrictive covenant agreements and/or building schemes to which one or more of the units and/or all or part of the Common Elements of this Condominium Plan and/or any of the assets of the Condominium (if any) is subject; and/or
 - b. in obtaining advice, reports, opinions or other services of any professional including without limitation a lawyer, public accountant, auditor, engineer or appraiser, on account of the excessive, unreasonable, unmerited, frivolous or vexatious demands or inquiries or other acts or omissions of the Unit Owner or any Unit Occupant or Visitor of

the Unit Owner's Unit; and/or

- c. in bringing or defending any court or tribunal application or other legal action in which the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit is an opposing party, or in participating, such as in the role of an intervenor or other third party status, in any proceeding involving the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit, other than a proceeding in which, at the conclusion thereof, the claim or defense of the Corporation is determined not to succeed; and

for the purposes of sub-clause b of this paragraph, the Board has the unfettered discretion, acting reasonably, to determine whether the demands or inquiries or other acts or omissions of a Unit Owner or any guest or occupant of the Unit Owner's Unit are excessive, unreasonable, unmerited, frivolous or vexatious, and to determine the amount of its costs of the applicable professional's services that should be attributed to the Unit Owner's account.

Legal Proceedings

3. In the event of,
 - a. mediation involving the Corporation and a Unit Owner, including a mediation conducted as part of a proceeding before the Condominium Authority Tribunal, or
 - b. any other legal proceeding, including a hearing conducted as part of a proceeding before the Condominium Authority Tribunal,

if the mediator, arbitrator or adjudicator, or a settlement agreement pertaining to any such proceeding, requires that all or part of the costs of such mediation or other proceeding, or payment(s) (whether characterized as costs, damages, penalty or fine, or as any other type of liability, payment or debt) owed to another person (whether or not a party to the mediation or other proceedings) are the responsibility of the Unit Owner to pay, such amounts may be paid to the person entitled to the receipt thereof by the Corporation in the absolute discretion of the Board. If any such costs are so paid by the Corporation, the amount so paid shall be added to the common expenses payable for the Owner's Unit. In such event the Board may send notice to the Unit Owner advising that the amount has been paid and specify a time for reimbursement thereof by the Unit Owner to the Corporation, and if such amount is not paid by the time so specified such amount shall be considered and for all purposes be common expenses in arrears owing on account of such Unit Owner's Unit as of the date on which such payment was due.

Damage

4. If damage should occur to a Unit, the Common Elements or an asset of the Corporation and:
 - a. was caused by an act or omission of a Unit Occupant or Visitor;
 - b. was not caused by the Corporation or any director, officer, agent or employee thereof; and
 - c. the Corporation has obtained and maintained coverage for such damage under an insurance policy;

then the amount that is the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy (regardless of whether or not a claim is made or proceeds are paid under the Corporation's insurance policy) will be the responsibility of the Unit Owner who owns the Unit in which the Unit Occupant or Visitor responsible for the damage resides or is/was visiting to pay to the Corporation, and the same shall be added the common expenses payable for such Owner's Unit and shall be considered and for all purposes be common expenses in arrears as of the date of demand by the Board and therefore capable of being recovered by the Corporation in accordance with the lien provisions of the Act.

5. With respect to any obligation of a Unit Owner to reimburse or pay the Corporation on account of damage to any Unit or the Common Elements, whether set out herein or the By-laws of the Corporation or in or pursuant to the Act, in the event such Owner has any right to be indemnified by another Unit Occupant or any other person, this shall be between the Owner and such other Unit Occupant or other person and shall not involve the Corporation or affect the Owner's said obligation to reimburse or pay the Corporation.

Utilities & Services

6. Although the Corporation shall not be obligated to pay any part of a Unit Owner's arrears or other payments required from the Unit Owner by a municipality or supplier in connection with any utility service, where the Corporation becomes aware that a Unit Owner has failed to pay the Corporation may in its sole discretion elect to do so. In the event the Corporation does pay any part of a Unit Owner's arrears or other payment required from the Unit Owner by a Municipality or supplier in connection with a utility service, such amount as well as any other costs, expenses or charges that arise on account of act or omission of or by a Unit Occupant with respect to the supply of any utility service to the Unit in which such Unit Occupancy residents, shall be the responsibility of the Unit Owner who owns the unit in question to repair to the Corporation and shall constitute common expenses of such Unit which are to be paid as and when required by the Board and may be the subject of a lien pursuant to the Act if not paid as and when required by the Board.
7. A surcharge may be imposed by the Board, in its sole and absolute discretion, on the Unit Owner(s) of any Unit, if any Unit Occupant(s) of such Unit is determined by the Board to be using an excessive amount of any Corporation provided service, facility or utility (meaning any service, facility or utility paid for by the Corporation). The amount of such surcharge shall be an amount that the Board in its absolute discretion determines represents the value or cost of the excess use by the Unit Occupant(s) of the Unit in question of any Corporation provided service, facility or utility and shall be considered Common Expenses owing by the said Unit Owner(s) which are due upon written demand for payment being made by the Board.

Amounts Deemed to Be Common Expenses

8. Any amount(s) that a Unit Owner is responsible to pay to the Corporation pursuant to any of the provisions of this Declaration shall be paid forthwith upon request by the Board for payment, failing which the said amount(s) shall be added to the common expenses payable by the Unit Owner to the Corporation and shall be considered and for all purposes be common expenses in arrears as of the date of demand by the Board and therefore capable of being recovered by the Corporation in accordance with the lien provisions of the Act.
9. Each Unit Owner is responsible for indemnifying the Corporation in accordance with the foregoing provisions even if the Unit Owner is not in possession of the Unit but has leased the same or granted any other right of occupation with respect to same.

Dated the ____ day of _____, 20__

Timberworx Custom Homes Inc.

Per: _____

Name: Shawn Marsh

Office: President

I have authority to bind the corporation.

Schedule A

The following is the legal description of the **Subject Lands**.

PART OF

Part of Lot 10, Concession 1, West Garafraxa, being Part 1 on 61R20174; Township of Centre Wellington,

BEING

Part(s) ... on Reference Plan ..., Township of Centre Wellington

Reserving an easement in perpetuity in favour of the owners of that Part of Lot 10, Concession 1, West Garafraxa, being Part 1 on 61R20174 designated Part(s) ... on Reference Plan ... (the "Servient Lands") for entry on and construction, repair, replacement, operation, and maintenance of Common Services situate in, on, under, over and through all of the Common Elements of this Condominium Plan;

Reserving an easement in perpetuity in favour of the owners of that Part of Lot 10, Concession 1, West Garafraxa, being Part 1 on 61R20174 designated Part(s) ... on Reference Plan ... (the "Servient Lands") for ingress and egress for persons, vehicles, equipment, animals, and materials of any nature and kind over, along, upon and through all of those parts of the Common Elements of this Condominium Plan that are not designated for the exclusive use of the owners and occupants of one or more of the Units within this Condominium Plan;

Together with an easement in perpetuity over and through Part of Lot 10, Concession 1, West Garafraxa, being Part 1 on 61R20174 designated Part(s) ... on Reference Plan ... (the "Servient Lands") for entry thereon and construction, repair, replacement, operation and maintenance of Common Services situate in, on, under, over and through all of the Servient Lands; and

Together with an easement in perpetuity over and through Part of Lot 10, Concession 1, West Garafraxa, being Part 1 on 61R20174 designated Part(s) ... on Reference Plan ... (the "Servient Lands") for ingress and egress for persons, vehicles, equipment, animals, and materials of any nature and kind over, along, upon and through all of the Servient Lands.

Being PART of PIN 71130-0214 (LT)

I am the solicitor who is registering this declaration.

In my opinion, based on the parcel register or abstract index and the plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon the registration of the declaration and description, and the declarant is the registered owner of the land and appurtenant interests.

The following is the legal description of the **Servient Lands**.

PART OF

Part of Lot 10, Concession 1, West Garafraxa, being Part 1 on 61R20174; Township of Centre Wellington,

BEING

Part(s) ... on Reference Plan ..., Township of Centre Wellington

Being PART of PIN 71130-0214 (LT)

Dated the ___ day of _____, 20__.

CLIFTON KOK LLP

By: _____

Michael H. Clifton

Schedule B

CONSENT

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

Condominium Act, 1998

None required.

Schedule C**UNIT BOUNDARY DESCRIPTION**

Each Unit, being Units 1 through 4, both inclusive, on Level 1, as illustrated in Part 1, on Sheets 1 to ____, of the Description.

Commercial Units

1. Each Unit is bounded horizontally by:
 - a. The unfinished interior face and plane of the studs on masonry walls, and the interior surface of concrete walls; and
 - b. the unfinished exterior surface of window frame and the exterior surface of all glass panels located therein; and
 - c. in the vicinity of exterior doors the boundary shall be the unfinished exterior surface of the door and door frames; and
2. Each Unit is bounded vertically by:
 - a. the upper surface of the concrete floor slab; and
 - b. the lower face and plane of the ceiling beams.

Parking Units

1. Each Unit is bounded horizontally by the monuments and planes established by measurement as illustrated on Part 1, Sheet(s) 1 of the Description; and
2. Each Unit has no upper vertical boundary, and is bounded vertically by the upper surface of the asphalt.

The undersigned hereby certifies that the written descriptions of the monuments and boundaries of the Units contained herein accurately correspond with the diagrams of the Units shown on the plans of survey comprising the Description.

Dated the ____ day of _____, 20__.

[Surveyor Co]

Per:

[Name], O.L.S.

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

Schedule D

**PROPORTIONS OF COMMON INTERESTS
AND CONTRIBUTIONS TO COMMON EXPENSES**

The numbers set out in this schedule could change prior to registration of this Declaration. It is intended that the Units will contribute to the common expenses and possess shares of the common interests in equal proportions. As units are added to the development in future phases, some rounding may be done to ensure the total of each column is equal to 100%, such that proportionate shares may not be identical although for practical purposes the intention is that they should be substantially equal or different only within pennies.

Commerical Units

UNIT	LEVEL	PROPORTIONATE SHARES OF CONTRIBUTIONS TO THE COMMON EXPENSES EXPRESSED AS PERCENTAGES	PROPORTIONATE SHARES OF THE COMMON INTEREST EXPRESSED AS PERCENTAGES
1	1	10.000%	10.000%
2	1	10.000%	10.000%
3	1	10.000%	10.000%
4	1	10.000%	10.000%
5	1	10.000%	10.000%
6	1	10.000%	10.000%
7	1	10.000%	10.000%
8	1	10.000%	10.000%
9	1	10.000%	10.000%
10	1	10.000%	10.000%
Totals		100.000%	100.000%

Schedule E**COMMON EXPENSES**

“Common Expenses” means the expenses related to the performance of the objects and duties of the Corporation and includes all expenses specified as Common Expenses in the Act or in the Declaration of which this is schedule forms a part, and:

1. Anything that is determined by By-law to be a Common Expense.
2. Interest on arrears of Common Expenses calculated monthly from the date the Common Expenses were due at two-and-one-half percent (2.5%) above the commercial rate of interest per annum established and reported by any one of the five (5) largest chartered Canadian banks chosen by the Board in its absolute discretion from time-to-time as a reference rate of interest for the determination of interest rates that such chosen bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada as of the date that the Common Expenses in question were due. Such interest shall be deemed to be part of the Common Expenses that are in arrears. Any lien that arises because of the failure of a Unit owner to pay Common Expenses when due shall also include such interest. Such lien is not released until such interest is paid. If this rate of interest is not capable of being determined for any reason or is no longer in existence, the Corporation shall have the right to establish a rate of interest in lieu thereof by By-law. In such event all references to a rate of interest in the foregoing shall mean the rate of interest established by By-law.

Schedule F**EXCLUSIVE USE COMMON ELEMENTS AREAS**

Subject to the relevant provisions of the Act, Declaration, By-laws and Rules, the Unit Occupants shall each have the exclusive use and enjoyment of the areas identified in the table below as appurtenant to their respective Units, which exclusive use areas are illustrated and labelled in Part 2 of the Description.

UNIT	LEVEL	DESIGNATED PARKING SPACES*
1	1	P1-A, P1-B, P1-C, P1-D, P1-E
2	1	P2-A, P2-B, P2-C, P2-D, P2-E
3	1	P3-A, P3-B, P3-C, P3-D, P3-E
4	1	P4-A, P4-B, P4-C, P4-D, P4-E
5	1	P5-A, P5-B, P5-C, P5-D, P5-E
6	1	P6-A, P6-B, P6-C, P6-D, P6-E
7	1	P7-A, P7-B, P7-C, P7-D, P7-E
8	1	P8-A, P8-B, P8-C, P8-D, P8-E
9	1	P9-A, P9-B, P9-C, P9-D, P9-E
10	1	P10-A, P10-B, P10-C, P10-D, P10-E

**The numbering indicated here may be revised to match the description of the condominium once is finalized.*

Schedule G

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

Condominium Act, 1998

I certify that:

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

- 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. There are no underground garages.
- 5. 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.
- 9. All installations with respect to the provision of electricity are in place.
- 10. There are no indoor and outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this ____ day of _____, 20__

[Engineering/Architect Co]

Per: _____
[Name, Designation]

[Seal]