



FirstService Residential Ontario  
2645 Skymark Avenue, Suite 101  
Mississauga, ON L4W 4H2  
(416) 293-5900 • Fax: (416) 293-5904



# Memorandum

May 21, 2021

Dear Andrew Ting:

Your Status Certificate is now available for:

Condominium Corporation Number: York Region Standard Condominium Corporation 1295  
Condominium Address: Silverwood Avenue / Ormerod Lane  
City: Richmond Hill  
Unit: 13  
Level: 1  
Suite Number: 0123

The following forms (which form part of the attachments to the Status Certificate) **must be completed by the unit purchaser and returned to FirstService Residential prior to final closing.** Please submit the forms directly to our fax (416) 293-5904 or email to [reception.on@fsresidential.com](mailto:reception.on@fsresidential.com). Unless the Corporation receives these forms or notification of ownership change, the unit's records will remain in the name of the present owner.

- Owner/Resident Information Form
- Summary of Lease or Renewal Form (if the purchaser intends to rent/lease the unit)
- Preauthorized Payment Agreement Form
- Agreement to Receive Notices Electronically

**To ensure the records of the Corporation are accurate and current, we require the purchaser's lawyer to provide FirstService Residential with a copy of the registered Transfer Deed immediately after closing.**

If you did not provide a closing date during the ordering process, or the closing date provided has changed, please email FirstService Ontario at [reception.on@fsresidential.com](mailto:reception.on@fsresidential.com) so that the accounting department may adjust pre-authorized payments, as necessary.

The link to the Status Certificate and Attachments will be available for 60 days.

Thank you.

Sincerely,

FirstService Residential Ontario

# Status Certificate

# ON-A26057

## Status Certificate

(under subsection 76 (1) of the *Condominium Act, 1998*)  
*Condominium Act, 1998*

**York Region Standard Condominium Corporation 1295** (known as the "Corporation") certifies that as of the date of this certificate:

## GENERAL INFORMATION CONCERNING THE CORPORATION

1. **Mailing Address:** 2645 Skymark Avenue, Suite 101  
Mississauga, ON L4W 4H2
2. **Address for Service:** C/O FirstService Residential Ontario
3. **Property Manager:** FirstService Residential Ontario  
**Address:** 2645 Skymark Avenue, Suite 101  
Mississauga, ON L4W 4H2  
**Telephone:** (416) 293-5900
4. **The Directors and Officers of the Corporation are:**

NAME	POSITION	ADDRESS FOR SERVICE	TELEPHONE
Vivian McDonald	Treasurer	2645 Skymark Avenue, Suite 101	(416) 293-5900
Tai Sang, Siu	Secretary	2645 Skymark Avenue, Suite 101	(416) 293-5900
Matthew Akira Baxter	President	2645 Skymark Avenue, Suite 101	(416) 293-5900

## COMMON EXPENSES

5. The Owner of Unit 13 Level 1 (Suite No. 0123) @ 123 Silverwood Avenue, Richmond Hill, ON of York Region Standard Condominium Corporation 1295, registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) **is not in default** in the payment of common expenses. ***The information contained herein is subject to the common expense payments being received and clearing the bank.***

6. A payment on account of common expenses for the unit in the amount of **\$363.95** is due on **6/01/2021 for the period 6/01/2021 to 6/30/2021, as follows:**

Unit 13 Level 1 (Suite 0123)	<b>\$363.95</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$363.95</b>

This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.

In addition to the above, the unit owner is responsible for the cost of hydro and/or gas which is billed directly to the owner. The owner and purchaser are responsible for contacting the provider to change ownership detail. Any unpaid utilities are deemed to be in arrears and may be collectable as common expenses against the purchaser.

7. The Corporation has the amount of **\$NIL** in prepaid common expenses for the unit.

## Status Certificate (continued)

**ON-A26057**

8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.  
The basis and underlying facts for a chargeback can happen without warning and do not always come to the attention of the Corporation or the management company immediately. The occurrence of an event precipitating a chargeback and/or the amount of the charge are subject to change; and it is the responsibility of the purchaser to seek an update and confirmation of any outstanding amounts prior to closing.

### BUDGET

9. The budget of the Corporation for the current fiscal year is accurate and may result in a surplus of \$NIL, provided that it is possible that unforeseen expenses or expenses beyond the control of the Corporation may require adjustments to the budget before year end.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the Board has not levied any assessments against the unit to increase the contribution to the Reserve Fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit, except The Corporation is not making any representation in this certificate regarding any unauthorized, unapproved or unknown renovation, modification, alteration, addition and/or any other unauthorized change(s) whatsoever, which may have been made to the unit(s) and/or any adjoining common elements, including, but not limited to, unauthorized, unapproved or unknown modifications to the unit's flooring, by the present owner(s) and/or any past owner(s) of the unit(s). The Corporation has not provided consent to the current owner(s) or any previous owner(s) of the unit to replace carpeting in the unit with hardwood, or any other non-carpet flooring. All changes made to the unit(s) and/or common elements must comply with the *Condominium Act, 1998* and the declaration, by-laws and rules of the Corporation. Purchasers are to satisfy themselves in this regard. If it is determined that a violation has occurred, the Corporation will enforce the provisions of the *Condominium Act, 1998* and the Corporation's governing documents. The Corporation will also then seek to recover any and all costs it incurs from the unit, as additional common expenses for the unit or otherwise, in accordance with the *Condominium Act, 1998* and the Corporation's governing documents.

Notwithstanding the above, the recent increases to minimum wage laws in Ontario may materially impact common element fees this year and into the future.

### RESERVE FUND

13. The Corporation's Reserve Fund amounts to **\$615,909.79** as of **03/31/2021**
14. The most recent reserve fund study conducted by the board was Class 2 Reserve Fund study dated 11/22/2019 and was prepared by McIntosh Perry Limited. The next Reserve Fund Study will be conducted before November 30, 2022.
15. N/A
16. The Board has sent to the owners a notice dated 12/10/2019 containing a summary of the Reserve Fund Study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.
17. There are no plans to increase the Reserve fund under a plan proposed by the Board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the Reserve Fund.

## Status Certificate (continued)

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### LEGAL PROCEEDINGS, CLAIMS

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18. There are no outstanding judgments against the Corporation.
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator, or an administrative tribunal except The corporation is a defendant in an legal action/claim brought by Wenzhi Wu (the plaintiff), in the Superior Court of Justice. The action is related to a slip and fall where the plaintiff is claiming \$750,000.00 in damages plus pre and post judgment interest and legal costs. The corporation's insurer has retained counsel to defend the proceeding. Discoveries have not commenced and to the corporations knowledge, have not been scheduled.
20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order.
21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

### AGREEMENTS WITH OWNERS RELATING TO CHANGES TO THE COMMON ELEMENTS

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23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

The person requesting the Status Certificate must assume responsibility to inspect the premises and confirm that any alteration complies with provisions contained in Clause 98(1)(b) of the *Condominium Act, 1998*.

### LEASING OF UNITS

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24. The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 18 units were leased during the fiscal year preceding the date of this status certificate. We understand there may have been more units leased; however, the Corporation has not received any notification.

### SUBSTANTIAL CHANGES TO THE COMMON ELEMENTS, ASSETS OR SERVICES

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25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the Board has proposed but has not implemented, and there are no proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3 (5) of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998*.

## Status Certificate (continued)

**ON-A26057**

### INSURANCE

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

**Phased Condominium Corporations**

27. N/A - Phased

28. N/A - Phased

**Vacant Land Condominium Corporations**

29. N/A - Vacant Land

**Leasehold Condominium Corporations**

30. N/A - Leasehold

31. N/A - Leasehold

32. N/A - Leasehold

### ATTACHMENTS

33. The following documents are attached to this status certificate and form part of it:

- (a). a copy of the current declaration, by-laws and rules;
- (b). a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements. Note: audited financials are not available within the Corporation's first year;
- (c). a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit: Management Agreement with FirstService Residential for management of the Corporation Service agreement with Lupo Landscaping for snow removal and landscaping services.;
- (d). a certificate or memorandum of insurance for each of the current insurance policies;
- (e). Not Applicable - a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;
- (f). Not Applicable - a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;
- (g). Not Applicable - a copy of all agreements, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;
- (h). a copy of a notice dated 12/10/2019 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- (i). Not Applicable - a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;

## Status Certificate (continued)

**ON-A26057**

- (j). Not Applicable - a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;
- (k). Not Applicable - a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;
- (l). Not Applicable - if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.

### RIGHTS OF PERSON REQUESTING CERTIFICATE

- 34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
  - 1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
  - 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.
  - 3. Anyone seeking to rely upon this Status Certificate should make himself/herself familiar with the Corporation's Declaration, By-laws and Rules.
- 35. **Unit Owner Identification:** Upon ownership of a unit being transferred, it is the responsibility of the purchaser to advise the Corporation, in writing, of the purchaser's name and address for service. It is preferable that this information be provided to the Corporation immediately following the transfer of ownership of the unit. Until this notice is received in writing by the Corporation, the Corporation cannot recognize the purchaser as the owner of the unit in the records of the Corporation. The Corporation will not be responsible for any compromise of the purchaser's rights vis-à-vis the Corporation, or for any costs, losses or damages incurred by the purchaser as a result of any delay in providing this information.
- 36. **Please refer to the Schedule "F" for the Exclusive Use of Common Elements.**



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## Status Certificate (continued)

**ON-A26057**

**Dated at Toronto this 21st Day of May, 2021**

**York Region Standard Condominium Corporation 1295**

\* 

SIGNATURE

Buran Zeiadin  
PRINT NAME

Authorized Signing Officer  
I have the authority to bind the Corporation

*\* Executed pursuant to the Electronic Commerce Act*

\* 

John Damaren

Authorized Signing Officer  
I have the authority to bind the Corporation

**Agreement to Receive Notices  
Electronically**

Agreement by owner or mortgagee to  
receive notices from the corporation by  
electronic delivery

Owner's or mortgagee's name (**Optional:** You may, but are not required to, include information with respect to the unit(s) or parcel(s) of tied land, related to this owner or mortgagee.)

NAME:

UNIT:

Condominium corporation's name

In order for your condominium corporation to enter into this agreement, the board of your corporation must have passed a resolution to determine the methods of electronic communication that it will use for serving notices on owners or mortgagees. Before filling out this form, you should consider contacting the corporation to find out what those methods are.

Method the corporation will use to deliver notices to me:

☐ Email

My email address is

☐ Facsimile

My fax number is

☐ Other

☐ I agree that I am sufficiently served, as described in section 54 of the *Condominium Act, 1998*, if the corporation uses the method of delivering notices identified in this agreement.

\_\_\_\_\_  
Signature of owner or mortgagee

\_\_\_\_\_  
Date (yyyy/mm/dd)

\_\_\_\_\_  
Signature of individual on behalf of the  
condominium corporation

\_\_\_\_\_  
Date (yyyy/mm/dd)

\_\_\_\_\_  
Signature of individual on behalf of the  
condominium corporation

\_\_\_\_\_  
Date (yyyy/mm/dd)

Please affix the corporate seal or add a statement below that the person signing has the authority to bind the corporation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
day of month month year



## OWNER/RESIDENT INFORMATION FORM

The following information is required by the Corporation for the purpose of carrying out the objects and duties of the Corporation in managing the assets on behalf of the owners and shall be used for that purpose only. Please state **NOT APPLICABLE** where necessary.

<b>BUILDING NAME/ CORPORATION NUMBER:</b>					
<b>BUILDING ADDRESS:</b>					
<b>Unit/Suite Number:</b>		<b>Parking Level &amp; Number:</b>		<b>Locker Number:</b>	
<b>OWNER INFORMATION (Please Print Clearly)</b>					
<b>1. Owner's Name:</b>					
	First Name			Last Name	
<b>2. Owner's Name:</b>					
	First Name			Last Name	
<b>Address (if different from above):</b>					
<b>Home Phone:</b>		<b>Cell:</b>		<b>Email Address:</b>	
<p>We are required to obtain your consent to send electronic messages to you concerning your ownership of or tenancy in your unit, or that may contain commercial content. To provide us with consent to send you electronic messages, please check "Yes" in the box below. By checking "Yes" in the box below you also agree that you have been sufficiently served in accordance with Section 54 of the Ontario Condo Act of 1998, and provide us with consent to send you electronic messages as required under the act. If you check the "No" box below, you will only receive electronic messages of an emergency nature. You may unsubscribe from receipt of non-emergency electronic messages at any time. YES <input type="checkbox"/> NO <input type="checkbox"/></p>					
<b>ENTER-PHONE SYSTEM (Please print clearly)</b>					
<b>1. Enter-phone Name: (16 characters max)</b>					
<b>Enter-phone Number:</b>					
<b>2. Enter-phone Name: (16 characters max)</b>					
<b>Enter-phone Number:</b>					
<b>OCCUPANT / TENANT INFORMATION (Please print clearly)</b>					
<b>Occupant Names:</b>	<b>1.</b>		<b>Phone:</b>		<b>Email:</b>
	<b>2.</b>		<b>Phone:</b>		<b>Email:</b>
	<b>3.</b>		<b>Phone:</b>		<b>Email:</b>
<b>VEHICLE / BICYCLE / PET INFORMATION (Please print clearly)</b>					
<b>1. Vehicle Make:</b>		<b>Plate:</b>		<b>Year:</b>	<b>Colour:</b>
<b>2. Vehicle Make:</b>		<b>Plate:</b>		<b>Year:</b>	<b>Colour:</b>
<b>Bicycle Make:</b>		<b>Colour:</b>		<b>Bicycle Rack Number:</b>	
<b>Pets:</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>	<b>Type/Description:</b>			<b>Weight Full Grown:</b>
<b>ALARM INFORMATION (Please print clearly)</b>					
<b>In-Suite Alarm:</b>	YES	NO	<b>Service Provider:</b>		
<b>Access Card/Fob:</b>		<b>Suite Key:</b>		<b>Garage Remote Number:</b>	
<b>EMERGENCY INFORMATION (Please print clearly)</b>					
<b>Do you require assistance in an emergency</b>			YES	NO	
Please list the names and any limiting conditions for residents of your unit who, because of a medical, physical or emotional condition, might require special assistance in an emergency or evacuation situation.					
<b>Name:</b>			<b>Assistance Required:</b>		
<b>Name:</b>			<b>Assistance Required:</b>		
<b>In case of Emergency Contact:</b>		<b>Name:</b>	<b>Relationship:</b>		
		<b>Home:</b>	<b>Cell:</b>		
<b>If Unit (suite, parking, and/or locker) has been leased/rented, you are required to complete the Summary of Lease or Renewal</b>					
<b>Dated this:</b>	day of				
I,			, certify that all the information above is correct.		
		<b>Print Name</b>			

# PERSONS REQUIRING SPECIAL ASSISTANCE INFORMATION FORM

*Please Complete and Return this Form to Property Management as soon as possible.  
Please print clearly*

<b>Name:</b>		<b>Telephone:</b>	
<b>Address:</b>			
<b>Unit/Suite Number:</b>			

**As required in the condominium corporation's Fire Safety Plan** and as per the Ontario Fire Code Section 2.8 subsection 2.8.2.1, in order to ensure the safety of all residents during any emergency in the Building or at this Site, we ask for your co-operation.

If you have any person residing in your unit/suite who would require special assistance during evacuation or any emergency, this includes temporary or permanent disabilities, please fill in the information on this form below.

All information received is kept in strict confidence and used only by authorized persons in case of an emergency.

**Brief description** (i.e. difficulty walking, special breathing apparatus, bedridden, sprains/fractures, hearing/visually impaired). **Please type below.**


<b>Date:</b>		
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EMERGENCY INFORMATION		
<b>In case of Emergency Contact:</b>	<b>Name:</b>	<b>Relationship:</b>
	<b>Home:</b>	<b>Cell:</b>

Condominium Act, 1998 - O. Reg. 49.01  
**SUMMARY OF LEASE OR RENEWAL**  
**(Clause 83 (1) (b) of the Condominium Act, 1998)**

<b>BUILDING NAME/ CORPORATION NUMBER:</b>			
<b>BUILDING ADDRESS:</b>			
<b>UNIT/SUITE NUMBER:</b>			
<b>LEASE / SUBLEASE / RENEWAL (Please print clearly)</b>			
This is to notify you that an original lease, sublease or lease renewal (select one)			
<b>Original Lease:</b>	<input type="checkbox"/>	<b>Sublease:</b>	<input type="checkbox"/>
		<b>Renewal:</b>	<input type="checkbox"/>
Entered into for the following:			
<b>Dwelling</b>	<b>Unit(s):</b>		<b>Level:</b>
<b>Parking</b>	<b>Unit(s):</b>		<b>Level:</b>
<b>Locker</b>	<b>Unit(s):</b>		<b>Level:</b>
<b>TERMS</b>			
<b>Name of individual Lessee(s) or Sub lessee(s)</b>	<b>1.</b>		
	<b>2.</b>		
	<b>3.</b>		
<b>Telephone:</b>		<b>Cell:</b>	
<b>Email:</b>			
<b>COMMENCEMENT DATE (MMM / DD / YYYY):</b>			
<b>EXPIRY DATE (MMM / DD / YYYY):</b>			
<b>RENTAL PAYMENT AMOUNT (MMM / DD / YYYY):</b>	<b>\$</b>	<b>DUE DATE (MMM / DD / YYYY):</b>	
<b>Other Information:</b>			

1. I (We) have provided the above-designated lessee(s)/sub lessee(s) with a copy of the declaration, by-laws and rules of the Condominium Corporation.
2. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (We) will advise you in writing if the above-designated lease/sublease/assignment of lease is terminated.
3. I (We) hereby certify that all information given above is correct.

<b>Dated this:</b>		<b>day of</b>		,		
<b>Print Name of Owner</b>						
<b>Print Name of Owner</b>						
<i>(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation)</i>						
<b>Address:</b>						
<b>Telephone:</b>						



Confirmation Form for Electric and/or Water and/or Gas and/or BTU Sub-Metering  
(Condominium Unit Owner)

SECTION A: RESIDENT INFORMATION

<b>Utilities Enrolled:</b> <input type="checkbox"/> Electric <input type="checkbox"/> BTU <input checked="" type="checkbox"/> Water <input type="checkbox"/> Gas ("Utilities")		<b>Please Check Which Applies:</b> Is unit <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial		<b>Closing Date:</b> [Redacted]
<b>Resident or Account Holder:</b>		[Redacted]		[Redacted]
		Last Name		First Name
<b>Service Address:</b>		Unit # [Redacted] at [Redacted]		
<b>Mailing Address (if different from above):</b>		[Redacted]		
<b>Home Phone:</b>		[Redacted]		<b>Business Phone:</b> [Redacted]
<b>Cell Phone:</b>		[Redacted]		<b>Email Address:</b> [Redacted]

I certify that I am the owner of the unit identified above (the "Resident") and I hereby authorize PowerStream Energy Services Inc. ("PowerStream") to register me as the named consumer and bill me on behalf of the to be registered Condominium Corporation ("Owner") for the consumption of Utilities at the above noted unit. I confirm that the information I have provided above is true and complete.

If I am the owner of a rental condominium unit, and I wish to have PowerStream bill my tenant for electricity directly, I acknowledge that I will contact PowerStream to request a Rental Confirmation Form and I will return a signed copy to PowerStream.

<b>Resident Signature:</b> [Redacted]	<b>Date:</b> [Redacted]
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**No Liability:** The Resident acknowledges that PowerStream is providing unit sub-metering services to the Owner and this Confirmation Form does not constitute a contract between PowerStream and the Resident. The Resident further acknowledges that neither PowerStream nor any of its affiliated, related, subsidiary, or parent companies, nor any of their respective directors, officers, employees, agents, shareholders, representatives, successors, or assigns, are assuming any liability to the Resident under any circumstances for any damages or loss whatsoever, including but not limited to any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, however caused.

**Ownership of Equipment:** The Resident acknowledges that all equipment relating to unit sub-metering located in the Unit remains the property of PowerStream.

**Privacy:** The Resident hereby consents to the disclosure by his/her landlord, building manager, condominium developer or condominium corporation, as applicable, to PowerStream of his/her personal information and the collection, handling and use by PowerStream of his/her personal information, for purposes of i) administering the sub-metering services being provided to the Owner, including the provision to the Owner or its building manager of information regarding metered usage of the Utilities by the Resident and including billing, and collecting fees and charges associated with consumption by the Resident of the Utilities; ii) offering the Resident other services PowerStream considers might be of interest to the Resident; iii) financing or sale of its business in whole or in part; and iv) other necessary purposes, all in accordance with this Confirmation Form and PowerStream's agreement with the Owner. The Resident further consents to the disclosure by PowerStream of his/her personal information to i) the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable; ii) PowerStream's third party billing and settlement companies, employees, agents, subcontractors and representatives; iii) PowerStream's current and potential lenders, financial and legal representatives, investors, assignees and purchasers of contracts or payments (a "Purchaser"); or iv) such other persons who need to access such personal information in connection with the use thereof by PowerStream, all for the aforementioned purposes. For the purposes of the foregoing, the Resident's personal information consists of financial and utility usage and demand information, identifying information such as name, address, email address and telephone numbers, and other information reasonably connected with the Resident's financial status, usage or potential usage of Utilities, or PowerStream's agreement with the Owner. The Resident agrees that PowerStream and its Purchasers may perform financial and credit investigations of the Resident for purposes of approval, maintenance, valuation and enforcement of PowerStream's agreement with the Owner. The foregoing personal information is collected, used, disclosed and safeguarded by PowerStream in accordance with PowerStream's privacy policy, which is available at [www.powerstreamenergy.com](http://www.powerstreamenergy.com).

(see next page)





Confirmation Form for Electric and/or Water and/or Gas and/or BTU Sub-Metering  
(Condominium Unit Owner)

**Life-Saving Requirements:** A Resident who requires electricity, BTU, water, or gas services **because of medical or other life-saving needs** (e.g., ventilator) should inform PowerStream immediately with a medical certificate or a signed letter to the address of PowerStream listed below. Please also note that you should always have a sufficient back-up supply of electricity, BTU, water, or gas as we do not control, and cannot guarantee, an uninterrupted supply of Utilities.

My life equipment is: [redacted] Not Applicable: ☐

**Keep informed!** By checking the box provided below, you consent to PowerStream informing you about savings programs, services, offerings and incentives at the email address provided above. You can withdraw your consent at any time.

I consent: ☐ [redacted]

Enjoy worry-free, on time payments through the convenience of our Pre-Authorized Payment Plan. Enroll below today.

You, the payor, authorize PowerStream to debit the bank account identified below for payment of all charges arising under your account registered by PowerStream for the above noted unit. The debit will be automatically withdrawn from your designated bank account on the date indicated on each invoice issued by PowerStream for the Utilities.

Please Check One : ☐ Personal Account ☐ Business Account

☐ Name same as above ☐ Void Cheque Enclosed

Resident or Account Holder: [redacted]  
(if different from above)

Financial Institution (name): [redacted] Account #: [redacted]

Transit # (5 digits): [redacted] Bank # (3 digits): [redacted]

Bank Address: [redacted]

Account Holder Signature: [redacted] Date: [redacted]

Secondary Account Holder Signature: [redacted]  
(if necessary) Date: [redacted]

You, the payor, may revoke your authorization at any time in writing subject to providing PowerStream at least 30 business days notice before the next debit is scheduled. To obtain a cancellation form, contact PowerStream, your Financial Institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). For more information on your right to cancel, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). PowerStream may assign your authorization, whether directly or indirectly, by operation of law, change of control or otherwise, and shall provide written notice to you following such assignment.



**FIRSTSERVICE RESIDENTIAL ONTARIO**  
2645 Skymark Avenue, Suite 101  
Mississauga, Ontario L4W 4H2  
TEL: 416.293.5900  
FAX: 416.293.5904

**FOR OFFICE USE ONLY**

CORP YRSCC 1295 UNIT \_\_\_\_\_

START DATE \_\_\_\_\_

FEES \$ \_\_\_\_\_

ADJUSTMENT \$ \_\_\_\_\_

**PRE-AUTHORIZED PAYMENT PLAN AGREEMENT**

**AUTHORIZATION TO DRAW AND ISSUE CHEQUES FOR MONTHLY PAYMENTS**

I/WE, the undersigned hereby authorize YRSCC 1295 to draw and issue cheques payable to the Corporation for payment of all Common Expense, including but not limited to monthly common expense payments, Special Assessments and any other payments for \_\_\_\_\_ which are payable to the Corporation. ,

Unit No.

**Banking Information**

**BRANCH TRANSIT NO:** \_\_\_\_\_ **ACCOUNT NO:** \_\_\_\_\_

I/WE, hereby authorize \_\_\_\_\_ to pay and debit my/our account noted herein

Bank Name

accordingly on my/our behalf and payable to the Corporation. The treatment of any such cheque shall be the same as if I/We had personally signed and issued the same cheque, authorizing you to pay as indicated and to debit the amount specific to my/our account. Any delivery of this authorization to you constitutes delivery by me/us.

**Service Mailing Address**

Street: \_\_\_\_\_

City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

SIGNED AT: \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**All depositors must sign if more than one signature is required on the cheques issued against the account.**

**PLEASE MAIL, FAX OR EMAIL THIS FORM AND A VOID CHEQUE TO FIRSTSERVICE RESIDENTIAL ONTARIO**

**2645 Skymark Avenue, Suite 101, Mississauga, Ontario L4W 4H2  
FAX: 416.293.5904**

**EMAIL: [reception.on@fsresidential.com](mailto:reception.on@fsresidential.com)  
ATTENTION: ACCOUNTS RECEIVABLE**

**THIRTY DAYS ADVANCE NOTIFICATION IS REQUIRED TO CANCEL THE  
PRE-AUTHORIZED PAYMENT PLAN.**

**PLEASE ATTACH A BLANK "VOID" CHEQUE or DIRECT DEPOSIT FORM FROM BANK**

**PLEASE READ TERMS AND CONDITIONS ATTACHED**

## **PRE-AUTHORIZED PAYMENTS – TERMS AND CONDITIONS**

“I (We) acknowledge that this Authorization is provided for the benefit of the Payee and (Processing Institution) in consideration of (Processing Institution) agreeing to process debits against my account in accordance with the rules of the Canadian Payments Association”.

“I (We) warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement below”.

“This authorization may be cancelled at any time upon notice by Payor. I (We) acknowledge that, in order to revoke this authorization, I (We) must provide notice of revocation to Payee.

“I (We) acknowledge that provision and delivery of this authorization to Payee constitutes delivery by Payor to Processing Institution. Any delivery of this authorization to you constitutes delivery by Payor”.

“I (We) undertake to inform the Payee in writing of any change in the account information provided in this authorization **at least 30 days prior to the next due date of the PAP**”.

“I (We) acknowledge that the Processing Institution is not required to verify that a PAP has been issued in accordance with the particulars of the Payor’s Authorization including, but not limited to the amount”.

“I (We) acknowledge that the Processing Institution is not required to verify that any purpose of payment for which the PAP was issued has been fulfilled by the Payee as a condition to honoring a PAP issued or caused to be issued by the Payee on the Payor account”.

“Revocation of this authorization does not terminate any contract for goods or services that exists between the Payor and the Payee. The Payor’s Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged”.

“A PAP may be disputed by a Payor under the following conditions:

- (1) The PAP was not drawn in accordance with the Payor’s Authorization; or
- (2) The authorization was revoked; or
- (3) Pre-notification was not received.

The Payor, in order to be reimbursed, acknowledges that a declaration to the effect that either (1), (2) or (3) took place, must be completed and presented to the branch of the processing institution holding the Payor’s account up to and including 90 calendar days in the case of a personal household PAP (or up to and including 10 business days in the case of a business PAP), after the date on which the PAP in dispute was posted to the Payor’s account.

The Payor acknowledges that a claim on the basis that the Payor’s Authorization was revoked, or any other reason, is a matter to be resolved solely between the Payee and the Payor when disputing any PAP after (90 calendar days in the case of a personal/household PAP or 10 business days in the case of a business PAP).

# WELCOME PACKAGE







## WELCOME TO HAMPSHIRE MEWS

### INFORMATION FOR NEW RESIDENTS

We want to welcome you to your new home. Hampshire Mews is a complex of 7 residential blocks that have 60 stacked townhouse units and is a Standard Condominium Corporation (SCC). It was registered on September 11, 2015 as York Region Standard Condominium Corporation #1295 (YRSCC #1295) Please refer to your registered declaration and by-laws for further details. These documents should have been provided by your lawyer at closing.

We are privileged that Heathwood Homes has chosen **FirstService Residential** to manage the community affairs of Hampshire Mews. We are North America's residential property management leader. We offer a True Full Service Approach to Property Management combining industry-leading expertise and best-in-class service with a local touch. Our company takes pride in being up to date and we continually take advantage of the latest effective management processes, technologies and software, allowing us the time to deal with our clients and residents promptly. Our services are centralized to ensure that our clients receive the experience of the FirstService Residential team. At Hampshire Mews, you have a property manager available during business hours. Should you have an emergency after hours we have a live call in service to assist you. If you have a question, just ask us.

Both new and experienced condominium homeowners can get overwhelmed by the documentation that they receive when they purchase their unit and the documents they receive from their lawyer at closing. We urge you to take the time to read those documents, as they are extremely important to your success as a condominium owner.

This welcome package has been designed to provide you with helpful information to get you more acquainted with the complex, better understand how things run and work, and the do's and don'ts within the Hampshire Mews' community. For your convenience the next page contains a list of telephone numbers for easy reference. Please take some time now to read through this package and get familiar with what property management will do on your behalf, details regarding the amenities, common area rules, policies and procedures, and taking care of some of the equipment in your suite. While we all hope, they never occur we have provided you with information on how to deal with fire emergencies. Also attached are a number of forms for you to complete and return to Property Management.

The warranty section provides a comprehensive explanation of the Tarion Warranty Corporation and outlines the roles of customer service and property management with respect to the various warranties provided. All warranty and service requests must be made in writing in accordance with the Tarion Statutory Warranty submission process.

If you are an owner and leasing your unit, please pass along this information to your tenant along with a copy of the bylaws and rules to assist your tenant with living in their new accommodations. If you are a tenant, please ask your landlord for a copy of the bylaws and rules.

We hope that the information enclosed will provide helpful, useful and enjoyable reading for you and we welcome you to your new home and community. If you have a question, just ask us, as we are here to assist you in making Townhomes the Upper Village an enjoyable place to live.

As Agents for and on behalf of Hampshire Mews

*Buran*

Buran Zeiadin  
Property Manager

A handwritten signature in black ink, appearing to read "Ada Clarke".

Ada Clarke, RCM  
Executive Regional Director



## **CONTACT INFORMATION:**

### **FirstService Residential Management**

Property Manager:	Buran Zeiadin Tel. No. 416.847.7253 Email: <a href="mailto:buran.zeiadin@fsresidential.com">buran.zeiadin@fsresidential.com</a>
Head office:	2645 Skymark Avenue, Suite 101 Mississauga ON L4W 4H2 Fax: 416.293.5904 Website: <a href="http://www.fsresidential.com">www.fsresidential.com</a>
24/7 Resident Care Line:	1.855.244.8854
Address:	Hampshire Mews, Richmond Hill, ON
Heathwood Homes Customer Service:	Tel. No. 416 646-7163 Fax: 416 490-1401 Email: <a href="mailto:Service@heathwood.com">Service@heathwood.com</a>
Power Stream	905.477.6870
Emergencies – ambulance, fire & police:	Tel: 911
Poison Control:	Tel: 416.813.5900
Crime Stoppers:	Tel: 800.222.8477
Canada Post:	Website: <a href="http://www.canadapost.ca">www.canadapost.ca</a>
Telus:	Tel: 416.883.3550 Website: <a href="http://www.telus.ca">www.telus.ca</a>
Bell:	Tel: 416.310.2355 Website: <a href="http://www.bell.ca">www.bell.ca</a>
Rogers:	Tel: 1.888.764.3771 Website: <a href="http://www.rogers.com">www.rogers.com</a>
Go Transit:	Website: <a href="http://www.gotransit.com">www.gotransit.com</a>



## 1. **PROPERTY MANAGEMENT**

**FIRSTSERVICE RESIDENTIAL** has been retained to manage the complex. The Property Manager will deal with the day-to-day operations and condominium related concerns of the residents. Property Management is accountable to, and takes direction from the Condominium Corporation's Board of Directors and is directly responsible for the maintenance, appearance and upkeep of all the Common Elements throughout the complex. The Property Manager also carries out the supervision of any on-site cleaning/maintenance personnel and trade suppliers. If you experience any problems with the property or on-site personnel, please contact the Property Manager.

**Your Property Manager is Buran Zeiadin**, and may be reached by phone at 416.847.7253 **by fax** 416.293.5904 or by email: [buran.zeiadin@fsresidential.com](mailto:buran.zeiadin@fsresidential.com).

If you have an emergency after regular business hours and require Management personnel, please contact the FirstService Residential Resident Care line at **1.855.244.8854** and follow the instructions. The operator will know how to contact the on call manager. For all general emergencies, please contact 911 directly.

## 2. **RESIDENT INFORMATION**

It is imperative for your safety and security that anyone who has not yet done so completes a **Resident Information Form**, which supplies pertinent information to your Property Manager. It is also important that this information be kept current. For your convenience we have attached a form to this handout. We respectfully request that you complete it and return it to Management at your earliest convenience. **Please rest assured that all Resident Information is held in the strictest confidence.**

## 3. **TENANT INFORMATION - SUMMARY OF LEASE OR RENEWAL**

It is also important that you fill out a Summary of Lease or Renewal form for every tenant that resides in your home. This information is imperative for the safety and security of your home in the event we need to contact your tenant for emergency purposes. For your convenience, we have attached a form to this handout

## 4. **TELEPHONE NUMBERS**

Whom to call:

**Property Management** Monday to Friday from 9:00 a.m. to 4:30 p.m. (except public holidays) for questions, problems, clarification, etc. please contact the Property Manager at phone: 416.847.7253.

**Emergencies** after business hours, call the Resident Care number **1.855.244.8854** and the operator will contact Property Management or the appropriate party.

**Your own repair person:** Following Registration, for anything within your suite that is not covered under the Tarion warranty or part of the common areas or connected to a shared system – if unclear, please speak to the Property Manager.

**In-Suite Deficiencies:** The Customer Care representative can be reached via email: [service@heathwood.com](mailto:service@heathwood.com) or by telephone at: 416 490-1401. Your concerns must be put in writing.



**TARION:** Please contact TARION, the Ontario new home warranty program at website: [www.tarion.com](http://www.tarion.com)  
Tel: 1.877.Tarion Fax: 1.877.664.9710. You may register with [MyHome.Tarion.com](http://MyHome.Tarion.com) and manage all of your warranty information in one secure place to avoid any delays.

## 5. **BOARD OF DIRECTORS**

The Board of Directors is responsible for looking after the affairs of the Corporation and enforcing the Declaration, By-laws and Rules (the governing documents, along with the Condominium Act). The Board will be elected at the Turnover Meeting held about two months after the building is registered.

To contact the Board of Directors, please send all communication via Property Management.

## 6. **VISITORS AND VISITORS' PARKING**

There are 18 visitor parking spaces. Owners/Residents are not permitted to park in the designated visitor parking spaces.

Nightly parking violation patrols may be in effect to ensure compliance with rules. Non-compliance will result in vehicles being tagged with parking tickets or towed at the owner's expense. These parking tickets are issued under authority of the (Parking Authority of Richmond Hill).

## 7. **COMMON ELEMENT ASSESSMENT PAYMENTS (CEA)**

Upon registration of the Condominium Corporation and final closing of your unit, you will be advised by your lawyer to make arrangements for payment of the Common Element Assessment Fees. Common Expense Fees are due and payable by the owner to the Corporation on the first (1st) day of each month. Owners should complete the **pre-authorized debit** form supplied by your lawyer and submit to the FirstService Residential office. Instructions for use are on the form.

The Corporation will charge an owner an administration fee of \$25.00 for any returned cheques or pre-authorized debits. Pre-authorized debits are cancelled if an owner's payment is returned twice in a row. The owner is then responsible for providing guaranteed funds (certified cheque or money order) for the next six-month period to re-establish a good credit rating. At that time, the pre-authorized debit will be reinstated. Two weeks notice, prior to the first of the month, is required to start or stop a pre-authorized debit from a bank account.

When an owner fails to make their CEA payment, the Corporation must take steps to enforce their lien rights as per the Condominium Act, 1998. A lien is a claim or charge against property for the payment of a debt or obligation. A lien for Common Element Assessment fees may be enforced in the same manner as a mortgage. The lien covers not only the unpaid common expenses and interest, but also "all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount". The Corporation is obligated to send a "Notice of Lien" known as a Form 14 to all owners prior to registration of the lien. The cost to send this notice, currently \$150 plus HST is charged to the defaulting owner. There is also an Administration fee of \$ 250/- to transfer the file to the lawyer. To avoid any charges please make your payments as required.

## 8. **METERS FOR UTILITIES**

Hydro-electricity will be provided to each suite on a separate meter directly from Power Stream.

All owners must submit a Connection Agreement Form directly to Power Stream at the time of their closing date. If you lease out your suite, the invoices will be sent to the unit owner not the tenant, unless written authorization has been given by the owner directly to Power Stream.



Each unit sale and transfer of ownership must be identified to Power Stream to be sure the seller pays for electricity up to the transfer date only and the Purchaser pays for electricity after the transfer date. Please make sure the Enrollment Form is completed by the new Owner and sent to Power Stream to identify the transfer date. Please advise the Purchaser that a deposit for electricity will be collected on the initial billing. The Security Deposit will be held for one year of good payment history, and then returned to the account as a credit, at the Owner's request, with interest. An initial hydro standard enrollment fee (a one-time charge) will also be charged on the first invoice.

The cost of all water is bulk-metered (included in Condo fees) and gas consumed is separate through Enbridge.

#### 9. **COMMUNICATION**

Newsletters and bulletins are issued periodically. We will be looking for ideas for newsletters and will be happy to discuss any contributions that you may have.

#### 10. **MAIL DELIVERY**

There is a central pick-up box located at the front of the building on Silverwood Drive.

#### 11. **GARBAGE/RECYCLING**

Garbage must be kept at the curbside on Fridays. Please refer to the Town of Richmond Hill calendar for garbage and recycling days and holiday schedules.

#### 12. **PARKING SPACE**

Vehicle repairs, oil changes and storage of non-functional vehicles or other items are not permitted in the parking space. Parking spaces are for vehicles only and are not to be used for storage of any other articles. Items left in the parking spaces will be removed and may be discarded without notice.

#### 13. **ELECTRICAL**

Electrical Failure: Each breaker is identified for its general purpose. In the case of electrical failure, first check this panel for a "tripped" breaker in the "off" position. To reset, push the breaker all the way "off" and then "on". Please Note: have a qualified Electrician perform any electrical work.



#### **Note**

**Do not overload electrical outlets or run extension cords;  
Electrical warranty is null and void if electrical modifications are done.**

#### 14. **WATER SHUT OFF VALVES**

Your water shut off valves are generally located in the vanity cabinet of your bathroom or kitchen. Please familiarize yourself with the location of these shut off valves. Ensure that these shut off valves are always accessible. If you are doing any plumbing modifications, please remember that PVC piping is not permitted.



## 15. **INSURANCE**

The Corporation's Insurance does not cover a number of items within your suite or your personal belongings. We recommend all owners obtain insurance as follows: \$1,000,000 liability insurance, content insurance, betterments and improvements insurance, and loss assessment insurance including insurance deductible coverage.

**The homeowner may be held responsible for the Corporation's deductible.** Should the claim be below the deductible amount, the owner is responsible for the entire cost. Ensure that you are carrying the appropriate coverage.

We suggest that after settling in you take an inventory of all your contents, and if possible, videotape the items. If anything is lost or damaged, it is difficult to convince your insurance company of the value. Pictures say a thousand words.

## 16. **PETS**

Pet owners are not allowed to walk their pets unleashed anywhere upon the common elements. We thank all pet owners for cleaning up after their pets.

## 17. **EMERGENCY PROCEDURES**

For ambulance, police and fire department: call 911

When calling outside services, use the appropriate address:

Corporation address

Street Address, City, Prov Postal Code

**(Main Intersection)** Silverwood Drive and Yonge Street

## 18. **FIRE HAZARD**

In order to avoid hazards in the unit, occupants are advised:

- Do not store propane, gasoline or any other combustible material in your unit or on your balcony.
- Avoid unsafe cooking practices, (deep fat frying, too much heat, unattended stoves, loosely hanging sleeves).
- Not use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.
- Avoid careless smoking, use ashtrays, and never smoke in bed.
- Disposal of hot items in the garbage may result in fire. Please ensure when depositing items in your garbage pail that they are properly cooled.

### **Create a Disaster Plan**

- Meet with your family and discuss why you need to prepare for disaster. Explain the dangers of fire, severe weather and earthquakes to children. Plan to share responsibilities and work together as a team.



- Discuss the types of disasters that are most likely to happen. Explain what to do in each case.
- Pick two places to meet:
  1. Right outside your building in case of a sudden emergency, like a fire.
  2. Some other known place in case you cannot return to your home. Everyone must know the address and phone number.
- Ask an out-of-province friend to be your *family contact* after a disaster. It is often easier to call long distance. Other family members should call this person and tell them where they are. Everyone must know your contact's phone number.
- Discuss what to do in an evacuation. Plan how to care for your pets.

### **Complete This Checklist**

- Post emergency telephone numbers by your phones (fire, police, ambulance, etc.)
- Teach children how and when to call 9.1.1.
- Teach each family member how to use the fire extinguisher (ABC type) and show them where it's kept.
- Show responsible family member how to turn off water, gas and electricity at the main switches.
- Conduct a home hazard hunt. During a disaster, ordinary objects in your home can cause injury or damage. Anything that can move, fall, break or cause a fire is a home hazard. For example, a lamp or a bookshelf can fall. Inspect your home at least once a year and fix potential hazards. *Contact your local fire department to learn about home fire hazards.*
- Stock emergency supplies and assemble a Disaster Supplies Kit.
- Take a Red Cross first aid and CPR class.
- Find the safe spots in your suite for each type of disaster.
- Check if you have adequate insurance coverage.

### **TARION (O.N.H.W.P.) Warranty Information**

Tarion is an independent not for profit corporation; a regulatory body that oversees and licenses all new home builders in Ontario, ensuring that all new home buyers receive the benefits and protection of their Builder's Warranty in accordance to the Ontario New Home Warranties Plan Act.

### **One Year Warranty Protection**

The builder warrants, for one year from the date of possession, that the home is free from defects in workmanship and materials, is fit to live in and meets the Ontario Building Code requirements. Homeowners are responsible for notifying both the builder and ONHWP in writing of any defects **before the end of the first year**. If ONHWP does not receive notice in writing within the warranty period, the claim cannot be allowed.

Builders will pass on to you any warranties given by manufactures, suppliers and subcontractors that extend beyond the first year. In these cases, you should make any claims directly to the manufacturer or distributor.

- Walls/Ceilings      Repairs to shrinkage cracks due to settling and corner bead splits will be done as a courtesy only once within the one-year period. Repair will not include repainting or replacing upgrades.





- **Electrical** Defects in materials or installation to wiring, light switches, duplex outlets, electrical panel and breakers are covered by this warranty. The addition of breakers or circuits or any alterations to the electrical system by the Homeowner voids this warranty item.
- **Plumbing** Defects due to materials or improper installation for all copper piping, drains, soldered joints and shut-off valves. Finishes on plumbing fixtures or faucets are covered by the manufacturer's warranty where applicable. Plumbing blockages caused by Homeowners are not applicable under this warranty. The satisfactory operation of the faucets is covered under the manufacturer's warranty where an extended warranty applies.
- **Doors** Warped or ill-fitting interior doors (except closet sliders and cabinet doors). Normal shrinkage and expansion due to humidity levels will occur and will usually correct itself in the first year.
- **Ventilation Fans** Performance of kitchen/stove hood fan and bathroom fan(s) provided the fans/filters have been kept free of grease and dirt build-up.
- **Appliances** Manufacturer's warranty. Deal with the manufacturer directly.

### **Common Elements and Exclusive Use Common Elements**

Common Elements (as defined by the Declaration and Description) are not covered under individual home warranty. Where applicable, the Common Elements are covered under the Ontario New Home Warranty Program, separately. These issues should be addressed to the Board of Directors, via Property Management and copied to your Customer Service Representative.

### **Two Year Warranty Protection**

For homes enrolled on or after January 1, 1991, the Builder warrants for two years against:

- Water seepage through the basement or foundation walls (in condominiums, this protection includes all belowground areas such as parking garages).
- Defects in materials and work including, caulking windows and doors so that the building envelope prevents water penetration.
- Defects in materials and workmanship in the distribution systems (plumbing, electrical, heating).
- Defects in materials and work, which result in the detachment, displacement or deterioration of exterior cladding leading to detachment or serious deterioration.
- Violations of the Ontario Building Code's health and safety provisions.

### **Seven Year Warranty Protection**

#### **Major Structural Defects**

Any defect in materials or work that results in the failure of a load-bearing part of the structure or that significantly and adversely affects your use of the building as a home are covered for a period of seven years.

#### **Transferability**





New Homeowners in Ontario benefit from comprehensive warranty coverage, which takes effect from the date of possession and remains in effect if the house or condominium is sold before the end of the warranty period.

### **Limitations**

This warranty and the obligations hereunder, are strictly limited to those repairs and time periods expressly set forth, and no other responsibility or obligation is to be inferred or implied. In any event, we shall not be responsible for any indirect, secondary or consequential damage, which may be attributable to defects to which repair obligations apply, including, without limitation to, damage to the property of the owner or other chattels or other improvements made by anyone other than an authorized representative of the developer. This warranty shall not be in any way altered or tampered with by any person other than an authorized Representative.

### **What's Not Covered**

Knowing what is not covered by your warranty is just as important as knowing what is. New Homebuyers should become familiar with what is not covered under warranty protection:

- Defects in materials, design and work supplied or installed by the Homeowner/Purchaser, e.g., cabinets, flooring, and painting.
- Secondary damage caused by defects under warranty. While the defects themselves are covered, the personal or property damage they cause is not. Often, Homeowner's insurance covers secondary damage.
- Normal wear and tear.
- Normal shrinkage of materials that dry out after construction.
- Damage resulting from improper maintenance or Homeowner negligence. For example, dampness or condensation caused by Homeowners failing to maintain proper ventilation levels.
- Alterations or additions made by the Homeowner.
- Settling soil around the building or along utility lines.
- Damage caused by Homeowners, tenants and guests.
- Damage from insects or rodents, unless construction does not meet the Ontario Building Code.
- Damage beyond the Homeowner's control, e.g., floods, acts of God, wars, riots and vandalism.
- Damage caused by municipal services and other utilities.
- Surface defects in work and materials noted in writing and accepted by the Homeowner at the time of possession.
- Homes that have been lived in or rented prior to sale.
- Homes purchased from a receiver or trustee may not have warranty coverage.

### **Customer Service by the Developer**

Heathwood Homes is committed to providing you, the Homeowner, with the best product and service. The role of Customer Care is to assist and coordinate any outstanding service issues and concerns you may have pertaining to workmanship and materials.

### **Procedures for Warranty Service:**

This step details when the Homeowner is allowed to make a warranty service request. At any time during the first 30 days after the date of possession, the Homeowner must use Tarion's 30-Day Form in which they can request the repair of any item, which appeared on the PDI Form, as well as any new items. Any time during the last 30 days of the first year of possession, the Homeowner is entitled to submit a single Year-End Form outlining any additional defects. If you submit more than one form, the items listed on the Year-End Form will replace all of the items on any previous Year-End Form.



### **Common Element Issues**

Home owners who experience Common Element problems should write to the Board of Directors via the Property Management Company and should copy the Customer Service Representative. This will ensure a co-ordinated approach to resolve these issues.

**SCHEDULE**

**CERTIFICATE IN RESPECT OF A BY-LAW**

(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the  
*Condominium Act, 1998*, and referred to in subsection 38(1) of Ontario Regulation 49/01)


*Condominium Act, 1998*


York Region Standard Condominium Corporation No. 1295 (known as the "**Corporation**") certifies that:

1. The copy of by-law number 2, attached as Schedule A, is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment (if clause 56(10)(a) of the *Condominium Act, 1998* and subsection 14(2) of Ontario Regulation 48/01 apply).

Dated this 18 day of March, 2021.

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1295**

Per:   
Name: Matthew Baxter  
Title: President

Per:   
Name: Tai Sang Siu  
Title: Secretary  
We have authority to bind the corporation.

## SCHEDULE "A"

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295  
BY-LAW NO. 2**e-MEETINGS AND e-VOTING BY-LAW**

**WHEREAS** a condominium corporation may make, amend or repeal by-laws in accordance with: (A) section 56(1)(c.1) of the *Condominium Act, 1998*, as amended (the "**Act**") to govern the method(s) permitted for holding a recorded vote of owners by telephonic or electronic means; and, (B) subsection 14(0.1)(p) of Ontario Regulation 48/01, as amended (the "**Regulation**"), made pursuant to the Act to govern the manner in which an owner or a mortgagee may be present at a meeting of owners or represented by proxy;

**THEREFORE BE IT ENACTED** as a by-law of York Region Standard Condominium Corporation No. 1295 (the "**Corporation**") as follows:

1. **e-Meetings:** For the purposes of subsection 14(0.1) (p) of the *Regulation*, an owner or a mortgagee may be present at a meeting of owners or may be represented by proxy at a meeting of owners by such telephonic or electronic means, as that term is defined in subsection 52(1.1) of the *Act*, that the board of directors may from time to time establish in advance of any meeting of owners.
2. **e-Voting at Meetings:** For the purposes of subsection 52(1)(b)(iii) of the *Act*, a recorded vote may be indicated by such telephonic or electronic means, as that term is defined in subsection 52(1.1) of the *Act*, that the board of directors may from time to time establish in advance of any meeting of owners. Instruments appointing a proxy may be deposited by such telephonic or electronic means that the board of directors may from time to time establish in advance of any meeting of owners.
3. **e-Meetings and e-Voting Is Discretionary:** The authority established by this by-law is discretionary, and the board of directors will not be obligated to implement attendance, and will not be obligated to implement recorded votes or the deposit of instruments appointing a proxy by telephonic or electronic means for any meeting of owners.
4. **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
5. **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
6. **Statutory References:** Any references to a section or sections of the *Act* or the *Regulation* in this by-law shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation and regulations to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 2 of York Region Standard Condominium Corporation No. 1295, said by-law having been passed by the board of directors on the 30 day of June, 2020, and duly approved by the majority of the owners present or represented by proxy at a meeting of owners confirming it on the 18 day of February, 2021, pursuant to the provisions of the *Condominium Act, 1998 S.O. 1998 c.19*.

DATED this 18 day of March, 2021.

YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1295

Per: Matthew Baxter  
Name: Matthew Baxter  
Title: Resident

Per: Tai Sang Siu  
Name: Tai Sang Siu  
Title: Secretary

We have authority to bind the corporation.

*Condominium Act, 1998*

**CERTIFICATE IN RESPECT OF A BY-LAW**  
(under Subsection 56(9) of the *Condominium Act, 1998*)


York Region Standard Condominium Corporation No. 1295 (known as the "Corporation")  
certifies that:

1. The copy of By-law No. 1 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 14<sup>th</sup> day of September, 2015.

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1295**

Per:   
Name: Grant Simpson  
Title: President

Per:   
Name: Robert Finnigan  
Title: Treasurer / Secretary

I/We have the authority to bind the Corporation.

## SCHEDULE "A"

### YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295

#### BY-LAW NO. ONE

**BE IT ENACTED** as a by-law of York Region Standard Condominium Corporation No. 1295 (hereinafter referred to as the "**Corporation**") as follows:

#### ARTICLE I - DEFINITIONS

- 1.1 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the *Condominium Act, 1998, S.O. 1998, C.19* as amended and the regulations made thereunder (hereinafter referred to as the "**Act**") and in the declaration of the Corporation (hereinafter referred to as the "**Declaration**") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise.

#### ARTICLE II - SEAL

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal.

#### ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "**Records**");
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
  - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
  - (c) a copy of the registered Declaration, registered by-laws and current rules;
  - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
  - (e) the seal of the Corporation;
  - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
  - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
  - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;

- (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;
- (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
- (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Taron Warranty Corporation requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written performance audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;



- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

#### **ARTICLE IV - THE CORPORATION**

##### **4.1. Duties of the Corporation**

The duties of the Corporation shall include, but shall not be limited to the following:

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of

the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;

- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

#### 4.2 Powers of the Corporation

The powers of the Corporation shall include, but shall not be limited to the following:

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
  - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the board may determine in its sole discretion;
  - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board may determine in its sole discretion;
  - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion;
  - (vi) a Submetering Services Agreement (Condominium Corporation) dated September 14, 2015 between York Region Standard Condominium Corporation No. 1295 and Powerstream Energy Services Inc.; and
  - (v) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose

or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;

- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;

#### **ARTICLE V - MEETINGS OF OWNERS**

##### **5.1 Annual Meeting:**

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, electing directors, appointing the auditor and fixing or authorizing the board to fix the auditor's remuneration, and for the transaction of such other business as may be set out in the notice of meeting.

##### **5.2 The First Annual General Meeting:**

Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

##### **5.3 Special Meetings:**

The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 Notices:

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.5 Reports:

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

5.6 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.11 and 5.13 of this Article V, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is

required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

5.10 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article V shall apply.

5.11 Co-Owners:

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised.

5.12 Votes to Govern:

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.13 Entitlement to Vote:

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

5.14 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

5.15 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Owners, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;

- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

#### **ARTICLE VI - BOARD OF DIRECTORS**

##### **6.1 The Corporation:**

The affairs of the Corporation shall be managed by a board of directors.

##### **6.2 Number of Directors and Quorum:**

The number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

##### **6.3 Qualifications:**

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

##### **6.4 Consent:** No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

##### **6.5 Election and Term:**

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the

resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant ( either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings:

Meetings of the board shall be held from time to time at such place and at such time and on such day as the President or any two directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him at his latest address, entered on the Record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

6.8 Regular Meetings:

The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

6.9 Teleconference:

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed [for the purposes of subsection 35(5) of the Act and this by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.

6.10 First Meeting of New Board:

The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the appointment of the directors of the first board provided a quorum of directors be present.

6.11 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.12 Protection of Directors and Officers:

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.13 Indemnity of Directors and Officers:

Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and



- b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, willful blindness or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "**Liabilities**"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from any action, suit or other proceeding in which such director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;
- ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith) forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and
- iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

6.14 Insurance:

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the board may from time to time determine.

- 6.15 Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

- 6.16 Consent of Director at Meeting: A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:

- a) requests that his or her dissent is entered in the minutes of the meeting; or
- b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

- 6.17 Deemed Consent of a Director: A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
- b) delivers a written dissent to the Corporation, personally or by registered mail.

6.18 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

#### **ARTICLE VII - OFFICERS**

##### **7.1 Elected President:**

At the first meeting of the board, after each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.

##### **7.2 Other Elections and Appointments:**

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

##### **7.3 Term of Office:**

The board may by resolution remove at its pleasure any officer of the Corporation.

##### **7.4 President:**

The President, shall, when present unless he/she has delegated the responsibility, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

##### **7.5 Vice-President:**

During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the board. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

##### **7.6 General Manager:**

The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the Corporation's business and affairs, and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration. The terms of employment

and remuneration of the General Manager appointed by the board shall be settled from time to time by the board.

7.7 Secretary:

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, paper, records, documents and other instruments belonging to the Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the board.

7.8 Treasurer:

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the board shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the board whenever required of him/her an account of all his/her transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

7.9 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

7.10 Agents and Attorneys:

The board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

7.11 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

## ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

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

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

8.3 No Seal

Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

8.4 Execution of Status Certificates:

Status certificates may be signed by any officer or any director of the Corporation provided that the board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed from time to time.

**ARTICLE IX - FINANCIAL YEAR END**

9.1 Financial Year End:

The financial year end of the Corporation shall end on the last day of the preceding month in which the declaration and description creating the Corporation were registered, in each year, or on such other day as the board by resolution may determine.

**ARTICLE X - NOTICE**

10.01 Method of Giving Notices

Except as otherwise specifically provided in the Act, the Declaration, this by-law, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

- a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:

- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
  - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:
    - (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
    - (B) the address for service that appears in the Records is not the address of the unit of the owner.
- b) to a mortgagee [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- c) to the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;

#### 10.02 Receipt of Notice

If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.

#### 10.03 Omissions and Errors

Except as may otherwise be provided in accordance with the Act, the accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

### ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

#### 11.1 Duties of the Board:

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The board

shall from time to time, and at least annually, prepare a budget for the property and determine by estimate, the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

11.2 Owner's Obligations:

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner.

11.3 Extraordinary Expenditures:

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds, may be assessed at any time during the year by the board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the delivery thereof to him, or within such further period of time or in such installments as the board may determine.

11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) The board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him/her.

## ARTICLE XII - LIABILITY FOR COSTS

12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs:

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

12.3 Insurance Deductible:

Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

**ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES**

13.1 Mediation Procedures

For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

**ARTICLE XIV - MISCELLANEOUS**

14.1 Invalidity:

The invalidity of any part of this by-law shall not impair or affect in any manner the validity, enforceability or effect of the balance thereof.

14.2 Gender:

The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

14.3 Waiver:

No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

14.4 Headings:

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

14.5 Alterations:



This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

14.6 Conflicts:

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

DATED at Toronto, this 14<sup>th</sup> day of September, 2015,

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1295**

Per:   
Name: Grant Simpson  
Title: President  
Per:   
Name: Robert Finnigan  
Title: Treasurer / Secretary

I/We have the authority to bind the Corporation.



## APPENDIX "A" TO BY-LAW #1

### ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and as soon as reasonably possible after the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within 5 business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

### ARTICLE 2 - MEDIATION

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

#### **Selection and Role of the Mediator:**

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the parties shall apply to the Ontario Court of Justice, whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

The mediator selected by the parties or, failing their agreement, appointed by the Ontario Court of Justice, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

#### **Party Confidentiality:**

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

#### **Pre-mediation information:**

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be

mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

**Authority to Settle:**

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.

**Mediator Confidentiality:**

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.

**Legal Representation:**

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

**Right to Withdraw:**

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

**Costs of the Mediation:**

In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

**Notice and Report:**

In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991*.

**Settlement:**

In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295**

**RULES**

**HAMPSHIRE MEWS**

1. GENERAL
2. QUIET ENJOYMENT
3. SECURITY
4. SAFETY
5. COMMON ELEMENTS
6. RESIDENTIAL UNITS
7. GARBAGE DISPOSAL
8. TENANCY OCCUPATION
9. PARKING
10. GARAGES AND DRIVEWAYS
11. DECKS, BALCONIES, TERRACES AND OTHER EXCLUSIVE USE AREAS
12. MOVING
13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

## **RULES**

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

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his or her family, guests, servants, agents or occupants of his or her Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "**Corporation**") against such Owner in the same manner as Common Expenses.

### **1. GENERAL**

- (a) 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.
- (b) 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.
- (c) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a danger or a nuisance shall be kept by any Owner in any Unit nor shall be permitted to be on or about the Common Elements. An 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, reptiles or snakes 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 or odours shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise or odours is being transmitted to another Unit and that such noise or odours is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his or her expense take such steps as shall be necessary to abate such noise or odours to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise or odours, the Board shall take such steps as it deems necessary to abate the noise or odours and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odours (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, save and except in the case of an emergency where the terms of the Declaration shall govern.

3. **SECURITY**

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff.
- (b) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (c) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked on the property.

4. **SAFETY**

- (a) No storage of any hazardous, combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- (b) No propane, charcoal or other barbecues shall be permitted on any patio, terrace, balcony or other exclusive use area, save and except for: (i) electric barbecues, and (ii) natural gas barbecues which shall only be permitted on decks, balconies, patios, terraces or other exclusive use areas that contain a natural gas quick disconnect coupling.
- (c) Owners and occupants shall not overload existing electrical circuits.
- (d) Water shall not be left running unless in actual use.
- (e) Nothing shall be thrown out of the windows or the doors of the units.
- (f) No barbecues may be used indoors.
- (g) No owner or occupant shall do, or permit anything to be done in his or her 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.
- (h) Smoking is prohibited in all common areas.

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 sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements, whatsoever, save as provided for in the Declaration;
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.
- (d) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit.

- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements.
- (f) The passageways and walkways 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.
- (g) Any physical damage to the common elements caused by an owner or occupant his or her 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.
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use.
- (i) 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.
- (j) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his or her 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. **RESIDENTIAL UNITS**

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage to the common elements and other units resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it.
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his or her unit without the prior consent of the Board.
- (c) No garborators shall be installed in any Residential Unit.
- (d) No Owner shall overload existing electrical circuits in his or her Unit and shall not alter in any way the amperage of the existing circuit breakers in his or her Unit.
- (e) Units shall be used only for such purposes as provided for in the Corporation's 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.
- (f) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his or her 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.

7. GARBAGE DISPOSAL

- (a) No Owner shall place, leave or permit to be placed or left in or upon the Common Elements, including exclusive use common elements, any debris, refuse or garbage, except on days designated by the Board or the Corporation's manager (the "**Manager**") as garbage pick-up days, nor shall he or she place or deposit same, except in an area designated by the Corporation or the Manager. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight and shall be disposed of as directed by the Manager. Where such debris, refuse or garbage consists of large items, crates or cartons, the Owner shall arrange with the Manager or supervisor for disposal thereof and such crates or cartons shall not, in any event, be left outside the 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 in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy and in compliance with Section 83 of the Act, any person or persons intending to reside in the owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his or her unit (or within seven (7) days of being advised that his or her tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (e) No owner shall be permitted to lease his or her unit for periods of less than twelve (12) months.
- (f) No owner shall allow his or her tenant to sublet his or her unit to another tenant.
- (g) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor.
- (h) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements.
- (i) The owner shall supply to the Board, his or her 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, compact van, or motorcycle as customarily understood.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements other than within visitor parking

spaces, and without limiting the generality of the foregoing, no visitor parking spaces shall be used for storage purposes.

- (b) Parking is prohibited in the following areas;
  - (i) fire zones;
  - (ii) traffic lanes;
  - (iii) delivery and garbage areas; and
  - (iv) roadways.
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat snowmobile, or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements other than in a designated parking space but which 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.
- (e) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit.
- (f) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.
- (g) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the owner and at the Owner's expense.
- (h) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (i) 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 proper operating licence.
- (j) 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 or her 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.



- (k) No motor vehicle having a propane or natural gas propulsion system shall be parked within an exclusive use garage or on the common elements.
- (l) No parking spaces shall be used for any purpose other than to park a motor vehicle that is a private passenger automobile, station wagon, compact van or motor cycle.
- (m) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (n) A parking permit is required with respect to any motor vehicle parked on any area of the Common Elements designated as a "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board of Directors, the Manager and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board of Directors, the Manager and or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of seven (7) days. The permit must be visibly displayed on the left front dashboard.

10. **GARAGES AND DRIVEWAYS**

- (a) No hazardous, combustible or offensive goods, provisions or materials shall be stored within any garage on any exclusive use driveway.
- (b) No servicing or repairs shall be made to any motor vehicle, trailer, boat snowmobile, or equipment of any kind in a garage or on any exclusive use driveway without the express written consent of the Manager or the Board.
- (c) No living, sleeping or eating accommodations shall be placed, located, kept or maintained in any garage or on any exclusive use driveway.
- (d) 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.
- (e) If the Board determines that any noise or odours is being transmitted and that such noise or odours is an annoyance or a nuisance or disruptive, then the Owner of the Unit containing such garage or permitted the exclusive use of such driveway shall at his or her expense take such steps as shall be necessary to abate such noise or odours to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise or odours, the Board shall take such steps as it deems necessary to abate the noise or odours and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odours (including reasonable solicitor's fees).

11. **DECKS, BALCONIES, TERRACES AND OTHER EXCLUSIVE USE AREAS**

- (a) No propane, charcoal or other barbecues shall be permitted on any deck, balcony, terrace or other exclusive use area, save and except for: (i) electric barbecues, and (ii) natural gas barbecues which shall only be permitted on decks, balconies, patios, terraces or other exclusive use areas that contain a natural gas quick disconnect coupling.
- (b) No one shall harm, mutilate, destroy, or litter the common elements or any of the landscaping work on the decks, balconies, terraces and other exclusive use areas.
- (c) No one shall alter any of the landscaping work on the decks, balconies, patios, terraces and other exclusive use areas without the express written consent of the Board.

- (d) No hanging or drying of clothes is allowed on any balcony, patio, deck or exclusive use area.
- (e) Balconies, patios, terraces, decks and exclusive use areas shall not be used for the storage of any goods or materials.
- (f) Only seasonal furniture is allowed on balconies, patios, terraces, decks and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony, patio, terrace, deck or exclusive use areas by high winds.
- (g) No owner, occupant or tenant shall do or permit anything to be done on a balcony, patio, terrace, deck or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners, occupants or tenants.
- (h) No owner, occupant or tenant shall do or permit anything to be done on a balcony, patio, terrace, deck or exclusive use area which may cause harm to the waterproof membrane beneath a balcony, patio, terrace, deck or exclusive use area, including but not limited to the planting of trees or shrubs, placement of tile, decking, carpeting or other covering, flagpoles, ornaments or any other items, materials, improvements or installations that may, in the sole discretion of the Condominium Corporation, cause harm, presently or in the future, to the waterproof membrane beneath a balcony, patio, terrace, deck or exclusive use area.
- (i) No owner, occupant or tenant shall do or permit anything to be done on a balcony, patio, terrace, deck or exclusive use area which by reason of its weight, size, or use may overload a balcony, patio, terrace, deck or exclusive use area, including but not limited to hot tubs and wading pools.
- (j) No awnings or shades shall be erected over or outside of balconies, patios, terraces, decks and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

12. **MOVING**

- (a) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.
- (b) Upon moving from suite, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his or her possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (c) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.

13. **OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL**

No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an "exclusive use" common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) employed directly by the Condominium Corporation; or

- (b) employed by a unit owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the owners of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.



OFFICE SCHEDULE

Number YR. 2354695  
CERTIFICATE OF RECEIPT

SEP 11 2015 @ 15.45

YORK REGION  
No. 65  
AURORA

*Jeff Hallett*  
LAND REGISTRAR

**DECLARATION  
CONDOMINIUM  
ACT, 1998**

**YORK REGION STANDARD CONDOMINIUM PLAN NO. 1295  
NEW PROPERTY IDENTIFIER'S BLOCK 29826  
RECENTLY: 03192-0142  
DECLARANT: Heathwood Homes (Silverwood) Limited**

**SOLICITOR: HARRIS, SHEAFFER LLP**

**Barristers & Solicitors**

**ADDRESS: Yonge Corporation Centre  
4100 Yonge Street, Suite 600  
Toronto, Ontario M2P 2B5**

**PHONE: 416-250-5800**

**FAX: 416-250-5300**

**No. OF UNITS** 60

**FEES:** \$70.00 + (\$5.00 x number of units) = \$370.00

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

**HEATHWOOD HOMES (SILVERWOOD) LIMITED**  
(hereinafter called the "Declarant")

**WHEREAS:**

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

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

**ARTICLE I**

**INTRODUCTORY**

**1.1 Definitions**

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

- (a) "Applicable Zoning By-laws" means the zoning by-laws, rules or regulations (as amended from time to time) of the Town of Richmond Hill or any governmental authority having jurisdiction;
- (b) "Board" means the Corporation's board of directors;
- (c) "Buildings" means the seven (7) residential blocks and other improvements on the Lands;
- (d) "By-law(s)" means the by-law(s) of the Corporation enacted from time to time;
- (e) "Common Elements" means all the Property, except the Units;
- (f) "Corporation" or "Condominium" means the freehold condominium that is a standard condominium created by the registration of this Declaration and Description on the Lands and premises described in Schedule "A", annexed hereto;
- (g) "Owner" means the owner or owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (h) "Residential Units" means Units 1 to 60, inclusive, on Level 1;
- (i) "Rules" means the rules passed by the Board from time to time in accordance with the provisions of the Act;
- (j) "Unit" or "Units" means, individually or collectively, as the context may require, the portions of the condominium designated as a unit.

**1.2 Act Governs the Lands**

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

1.3 Standard Condominium

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

1.4 Consent of Encumbrancers

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

1.5 Inclusions and Exclusions from Units

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of the Units in Schedule "C" attached hereto, and notwithstanding anything else provided in this Declaration to the contrary, it is expressly stipulated and declared that the following items, matters or things are included within or excluded from (as the case may be) each of the Units described below, namely:

- (a) Each Residential Unit shall **include** all pipes, wires, cables, conduits, ducts, mechanical, electrical and similar apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'. Each Residential Unit shall **also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'.
- (b) Each Residential Unit shall **exclude** any load bearing wall or column that provides support to another Unit or the Common Element, exterior doors and frames windows and frames, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical, electrical and similar apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Element.

1.6 Common Interest and Common Expense Allocation

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

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

The Corporation's address for service and mailing address shall be c/o FirstService Residential, Suite 200, 89 Skyway Avenue, Toronto, Ontario, M9W 6R4, or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o FirstService Residential, Suite 200, 89 Skyway Avenue, Toronto, Ontario, M9W 6R4. The Corporation's municipal addresses are 93-111 (odd only), 119-141 (odd only) Silverwood Avenue, Richmond Hill, Ontario, L4S 0G3 and 7-11 (odd only), 15-47, (odd only) Ormerod Lane, Richmond Hill, Ontario, L4S 0G3, 6-16 (even only), 22-32 (even only) and 38-48 (even only) Ormerod Lane, Richmond Hill, Ontario, L4S 0G3.

1.8 Approval Authority Requirements

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

1.9 Architect/Engineer Certificates

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

## ARTICLE II

### COMMON EXPENSES

#### 2.1 Specification of Common Expenses

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

#### 2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by any Owner's family member, tenants and/or their respective invitees or licensees, or as a result of any breach or non-compliance with any Applicable Zoning By-laws, or other laws or regulations, and which is directly attributable to the use made by any Owner of a Unit or by such Owner's family member, tenants and/or by their respective invitees or licensee, shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

#### 2.3 Reserve Fund

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

#### 2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Board may authorize the inspection of a Unit prior to the issuance of a status certificate to determine whether the Unit is in compliance with the Act, this Declaration, the By-laws, the Rules and any applicable agreements. All costs relating to such inspection shall be at the requesting party's expense. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a Unit from the Declarant) with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, lease, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

#### 2.5 Water Service

- (a) Water service shall be supplied by the appropriate local distribution companies or agency (the "**Water Utility**"). Consumption of water in each Residential Unit supplied by such Water Utility may be measured and invoiced by a sub-metering system installed and operated by a third party (the "**Water Supplier**").
- (b) Any meters installed by a Water Supplier shall not form part of the Common Elements of the Condominium and shall be owned by the Water Supplier at all times.
- (c) Residential Unit Owners shall receive and be responsible for, payment of the invoice with respect to the Water Utility consumption for his/her Residential Unit. The Residential Unit Owners shall remit payment to the Water Supplier for the Water Utility consumption, separate and apart from any other obligations the Residential Unit Owners



have with respect to payment of common expenses as an Owner within the Condominium.

- (d) In the event that an Owner or occupant fails to pay any amount owing to the Water Supplier when due, any monies owing with respect to invoices for Water Utility consumption and not paid to the Water Supplier by the Residential Unit Owner according to the terms of the invoice, shall be paid by the Condominium Corporation to the Water Supplier and shall thereupon be a debt owed by the Owner of the Residential Unit whose occupants have consumed the Water Utility and shall be collectable by the Corporation as if same were common expenses in arrears, and for such purposes only, shall be deemed to be additional contributions towards common expenses payable by such Owner(s) and recoverable as such. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for Water Utility consumption at a rate equal to that for arrears of common expense payments as set out in this Declaration and the By-laws.
- (e) Each Owner or occupant of a Residential Unit shall enter into a supply and services agreement with the Water Supplier in accordance with the Water Supplier's standard form agreement. Each Owner or occupant of a Residential Unit may be required to pay a security deposit to the Water Supplier and the Water Supplier shall have the right to conduct credit checks on each Owner or occupant of a Unit.
- (f) If required by the Corporation, each Owner shall, at all times, maintain a deposit with the Corporation in an amount equal to the estimated costs of the utility attributable to the Unit for a period of not less than two (2) months.
- (g) Notwithstanding any other provisions of this Declaration, the Corporation and each applicable Unit Owner authorizes entry to Units and the Common Elements by the Water Supplier or their subcontractors from time to time, as deemed necessary by the Water Supplier for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.
- (h) The Water Supplier and/or the Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of the Water Utility to any Unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien against the Unit.

## 2.6 Hydro and Gas Service

- (a) Hydro and/or gas service shall be supplied by the appropriate local distribution companies or agency (the "Hydro and/or Gas Utility"). Consumption of hydro and/or gas in each Residential Unit supplied by such Hydro and/or Gas Utility may be measured and invoiced by a sub-metering system installed and operated by a third party (the "Hydro and/or Gas Supplier").
- (b) Any meters installed by a Hydro and/or Gas Supplier shall not form part of the Common Elements of the Condominium and shall be owned by the Hydro and/or Gas Supplier at all times.
- (c) Residential Unit Owners shall receive and be responsible for, payment of the invoice with respect to the Hydro and/or Gas Utility consumption for his/her Residential Unit. The Residential Unit Owners shall remit payment to the Hydro and/or Gas Supplier for the Hydro and/or Gas Utility consumption, separate and apart from any other obligations the Residential Unit Owners have with respect to payment of common expenses as an Owner within the Condominium. In the event that an Owner or occupant fails to pay any amount owing to the Hydro and/or Gas Supplier when due, the Hydro and/or Gas Supplier shall employ its/their normal collection practices which includes terminating the supply of hydro and/or gas to such Unit until all amounts owing by such Owner or occupant to the Hydro and/or Gas Supplier have been paid in full.
- (d) Each Owner or occupant of a Residential Unit shall enter into a supply and services agreement with Hydro and/or Gas Supplier in accordance with the Hydro and/or Gas Supplier's standard form agreement. Each Owner or occupant of a Residential Unit may

be required to pay a security deposit to the Hydro and/or Gas Supplier and the Hydro and/or Gas Supplier shall have the right to conduct credit checks on each Owner or occupant of a Unit.

- (e) Notwithstanding any other provisions of this Declaration, the Corporation and each applicable Unit Owner authorizes entry to Units and the Common Elements by the Hydro and/or Gas Supplier or their subcontractors from time to time, as deemed necessary by the Hydro and/or Gas Supplier for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.
- (f) The Hydro and/or Gas Supplier shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of the Hydro and/or Gas Utility to any Unit where payments owing for same are more than thirty (30) days in arrears.

### ARTICLE III

#### COMMON ELEMENTS

##### 3.1 Use of Common Elements

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

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

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- (b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units;
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy; or
- (e) would lead to a contravention by the Corporation or by other Owners of the Applicable Zoning By-laws or of any terms or provisions of any agreements with any municipal or other governmental authority and which are registered on title to the Property or which otherwise affect the Property ("**Development Agreements**") or which would require obtaining the consent or approval of any person pursuant to the terms of the Development Agreements.

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

##### 3.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s). The following shall apply to the exclusive use Common Elements areas in the Condominium:

- (a) Nothing shall be erected, installed or placed so as to obstruct the access to exterior utility meters and utility cut-off valves or switches.

- (b) Owners shall only be permitted to install and maintain fixtures and equipment on any exclusive use Common Elements area only if first approved by the Board in writing and permitted under the Rules, and subject to restrictions set out in subparagraph 4.1(d) of this Declaration. This shall not apply to standard patio furniture or small flower pots/planters.
- (c) In the event of any contravention of the prohibitions contained in subparagraph 3.4(a) below, or, with respect to exclusive use Common Elements areas, contravention of the provisions of this Declaration, the By-laws or the Rules, after provision of reasonable written notice to the Owner of the Unit to which the exclusive use Common Elements area pertains, the Board or any person that the Board may direct, shall have the right to access and enter upon such exclusive use Common Elements area and to do or cause any act to return such exclusive use Common Elements area to its original condition at the Owner's expense.

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.
- (b) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its property manager.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements (including exclusive use Common Elements areas) whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with section 98 of the Act.

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

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

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

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66⅔%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97(4), (5) and (6) of the Act.

3.5 Declarant Rights

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

- (a) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, including access to and use of all or any portion of the amenity areas and Visitor Parking Spaces, for the purposes of implementing, operating and/or administering the Declarant's marketing, lease, sale, construction, financing and/or customer-service program(s) with respect to any unsold Units in this Condominium or any other condominium, hereinafter marketed by the Declarant or any of its subsidiaries or affiliates from locations within the Property, from time to time;

- (b) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale/lease purposes, as well as model suites and one or more offices for marketing, sales, leasing, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and
- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents, representative and/or invitees over the Common Elements of this Condominium, including the amenity areas;

until one year after the date that all Residential Units in the Condominium have been transferred by the Declarant or the relevant subsidiary or affiliate.

3.6 Visitor Parking

The visitor parking spaces located at grade shall form part of the Common Elements and shall be for the use of visitors to the Condominium (the "Visitor Parking Spaces"). The Visitor Parking Spaces may not be leased or sold to any Owner or otherwise assigned. The Visitor Parking Spaces shall be maintained by the Corporation and shall be used for the parking of motor vehicles by visitors to the Residential Units and shall not be used by Owners or for any other purpose whatsoever. The Visitor Parking Spaces shall be designated as visitor parking by means of clearly visible signs. The Declarant, its construction, sales, customer service and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the Visitor Parking Spaces until one year after the date that title to all Residential Units in the Condominium have been conveyed by the Declarant or the relevant subsidiary or affiliate.

3.7 Storage of Refuse

Storage of refuse shall only be permitted within the designated refuse storage areas on the Property and in accordance with all requirements of applicable governmental authorities, this Declaration and the Rules of the Corporation from time to time.

3.8 Pets

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

## ARTICLE IV

### UNITS

4.1 General Use

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

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units in the Condominium or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units in the Condominium, the Common Elements, or in a manner that will unreasonably interfere with the use or

enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such;

- (b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules;
- (c) No exterior aerial, antenna, or satellite dish may be installed or placed on any portion of a Unit or upon a portion of the Common Elements appurtenant to the Unit, without the prior written consent of the Board, which consent shall not be unreasonably withheld (and which consent may be subject to such conditions as the Board may impose in its sole discretion) and shall also be subject to paragraph 3.4(a) of this Declaration;
- (d) No Owner shall do or permit anything to be done or installed on any deck and/or other exclusive use Common Elements area which by reason of its weight, size, or use may overload such exclusive use Common Elements area, including but not limited to hot tubs, wading pools, pot(s), planter(s) or other structure(s).
- (e) No Owner shall permit any type of plant, shrubbery or flower to be grown outside his or her Unit so profusely or abundantly that it encroaches into or onto any other Units or Common Elements areas;
- (f) No Owner shall place, leave or permit to be placed or left on the Property any debris, refuse or garbage other than on those days designated for garbage or recycling pick-up, save as permitted by the Rules;
- (g) No Owner shall alter the grade of the Property or install any landscaping or other improvements on or to the Unit which may obstruct the drainage pattern of the Property as determined by the Board in its sole discretion; and
- (h) No Owner of Residential Units 1 to 42, inclusive, on Level 1 shall install or replace any automatic door opening device for their garage without the prior written consent of the Board, which consent shall not be unreasonably withheld and which consent may be subject to such conditions as the Board may impose in its sole discretion.

#### 4.2 Residential Units

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

- (a) Each Residential Unit shall be occupied and used in accordance with the Applicable Zoning By-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing /sales/ leasing purposes upon the Common Elements, and within or outside any unsold Unit,

until all Units in the Corporation have been conveyed by the Declarant, or its related companies;

- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Residential Unit, except for signs marketing the Condominium or the Units by the Declarant and/or its related companies and signs marketing the Units for sale or lease by Unit Owners;
- (c) No animal, livestock, fowl, insect, reptile or pet of any kind other than two (2) common household domestic pets owned by a resident of a Residential Unit, being cats, dogs, caged birds, 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, shall be kept or allowed in any Unit. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet that is deemed by the Board, in its sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation, shall be permitted in any Unit or on the Common Elements. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Residential Unit and the Common Elements.
- (d) In the event the Board determines, in its sole discretion, acting reasonably, that any noise or odour is being transmitted to another Unit or the Common Elements and that such noise or odour is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise or odour, the Board shall take such steps as shall be necessary to abate the noise or odour, and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise or odour, which expenses are to include reasonable solicitor's fees on a full indemnity basis and shall be deemed to be additional contributions to common expenses and recoverable as such;
- (e) No change shall be made in the colour of any roof materials, exterior paint, exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off-white when visible from the outside and all draperies shall be lined in white or off-white to present a uniform appearance to the exterior of the Unit. Without limiting the generality of the foregoing, flags, banners, sheets, slogans, foil, wood, plastic or metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property;
- (f) Save and except as otherwise provided in this Declaration to the contrary, no Residential Unit Owner having exclusive use of any deck and/or other exclusive use Common Elements area, shall alter or repair said exclusive use Common Elements area, nor apply any paint, stucco, wallpaper, varnish, stain or other materials or finishes to any portion thereof (nor 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; and
- (g) No Owner shall make any structural change, renovation, modification, alteration or addition to his or her Unit or exclusive use Common Elements without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board. When requesting such consent, the Owner shall provide to the Board a copy of the plans relating to the proposed structural change, renovation, alteration or addition and such other information as may be required by the Board. The Board, or its authorized agent, shall review such plans and information for the purpose of confirming, in its sole and absolute discretion, that the proposed structural change, renovation, alteration or addition will not:
  - (i) adversely affect the structural integrity of the Unit or any other Unit;
  - (ii) detract from the use or enjoyment by an Owner or occupant of any other Unit;

- (iii) negatively impact the aesthetic appearance of the Corporation;
- (iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
- (v) obstruct access to any utility easements or public services, including exterior utility meters located within any exclusive use Common Elements, as well as utility cut-off valves or switches;
- (vi) encroach on the Common Elements or any other Unit;
- (vii) obstruct the drainage pattern of the Property; or
- (viii) offend any provisions of any municipal or zoning by-law or restriction.

#### 4.3 Leasing of Units

##### Notification of Lease:

- (a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
  - (iii) provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation;
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (d) Any Owner leasing his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant.
- (e) No Owner shall be permitted to lease Residential Units in the Condominium for periods of less than twelve (12) months.

### ARTICLE V

#### MAINTENANCE AND REPAIRS

##### 5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit and all improvements and betterments made or acquired by an Owner and, subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at his or her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible, to so maintain and repair the Unit, all at his or her own expense. In addition, without limiting the generality of the foregoing, each Owner shall pay and be solely responsible for the cost to maintain:
  - (i) the interior and exterior surface of doors which provide the means of ingress to and egress from a Residential Unit and garage doors, and repair damage to those doors caused by the negligence of the Owner, residents, guests, tenants, licensees, visitors or invitees to his or her Unit;
  - (ii) and repair the interior surface of all windows in Residential Units and interior

and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the deck and/or other exclusive use Common Elements area, and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, guests, visitors, tenants, licensees or invitees to the Unit;

- (iii) and replace any system, equipment, appliance or fixture that serves his or her own Unit (regardless of whether such system, equipment, appliance or fixtures lies within or beyond the boundaries of such Unit) including the heating, air-conditioning (if applicable), ventilation systems and equipment, (including where applicable, the air handler and condenser and all appurtenances thereto) as well as the thermostatic controls and fan motors contained within and servicing his or her Unit only, such maintenance to include regularly scheduled inspections of all such equipment including the cleaning and replacement of air-filters;
  - (iv) repair and replace all pipes, wires, cables, conduits, ducts, meters and mechanical or similar apparatus, as well as the branch piping extending to, but not including, the common pipe risers, that supply any service to his or her Unit only;
  - (v) repair and replace the plumbing systems, toilets, bath tubs and the bathtub enclosures, sinks, tiles, shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit; and
  - (vi) rear yards designated as exclusive use Common Elements area (and maintain the decks and fences, where applicable) excluding grass cutting, unless otherwise determined by the Corporation.
- (b) The Owners of Units containing gas fireplaces shall be responsible at their own expense for (i) the cleaning, where necessary, of the chimney vents appurtenant to such fireplaces, and (ii) the repair of the gas fireplaces, provided that only persons certified to repair gas fireplaces shall be allowed to perform such services.
- (c) Save as otherwise provided for in this Declaration, each Owner shall maintain their exclusive use Common Elements areas, in a clean and slightly condition. Each Owner enjoying the exclusive use of any deck or porch/landing shall be responsible for the maintenance and non-structural repair of such area, subject to the overall direction of the Corporation. Each Owner shall be responsible for snow and ice removal from the porch/landing and stairs leading to the from the Unit, and, where applicable, in conjunction with such other Owner(s) sharing such porch/landing and stairs, together with any portion of the public sidewalks adjacent to the Unit. Owners and occupants shall not use salt as a melting agent.
- (d) Each Owner shall also be responsible for maintaining, repairing and replacing the heating, air conditioning and ventilation equipment, including thermostatic controls (to and including the shut-off valve, whether same is installed or located within or beyond the boundaries of the Residential Unit) contained within and servicing his or her Unit only, such maintenance to include regularly scheduled inspections of all such equipment and the cleaning and replacement of air filters. The Corporation may (upon a majority vote of the owners at a meeting duly called for that purpose) make provision in its annual budget for the maintenance and repair of the individual heating systems, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission (including the failure to carry out periodic maintenance, repair and replacement of such equipment) of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
- (e) The Corporation may conduct such maintenance and make any repairs and/or replacement that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event an Owner shall be deemed to have consented to having said maintenance, repairs or replacement done by the Corporation, and such Owner shall reimburse the Corporation in full for the cost of such maintenance, repairs and/or replacement including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and/or repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum, calculated monthly not in advance from the date or dates incurred, until paid by the Owner. The Corporation may collect all such costs in such instalments as the Board



may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

- (f) Each Unit Owner having the benefit of a deck or other exclusive use Common Elements area located above any waterproofing membrane (the "Membrane") shall be responsible for the maintenance and repair thereof, provided however that the Membrane and any associated insulation or other materials, including drains beneath the Membrane, where applicable, shall be maintained, repaired and replaced, when necessary, by the Corporation at the Corporation's sole cost and expense.

#### 5.2 Responsibility of Owner for Damage

- (a) Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, such Owner's occupants, guests, visitors, tenants, licensees or invitees to such Owner's Unit, to so maintain and repair such Owner's Unit and such parts of the Common Elements for which such Owner is responsible, or caused by the negligence or wilful misconduct of the Owner, such Owner's occupants, tenants, licensees, or invitees, all at such Owner's own expense, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- (b) Each Owner shall forthwith reimburse the Corporation for repairs to doors and garage doors (including the locks, door hardware and any tracks or screens relating thereto) serving such Owner's Unit or garage.

#### 5.3 Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements, other than any improvements to (and/or any facilities, services or amenities installed by any Unit Owner upon) any Common Element areas set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Corporation, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the Units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property and any associated walls within the Property.
- (b) The Corporation shall at its own expense be responsible for the maintenance and repair of the exclusive use Common Elements, including periodic grass cutting within the rear yards designated as exclusive use Common Elements areas, except to the extent which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1 or otherwise set out in this Declaration.
- (c) The Corporation shall be responsible for snow clearing from the Common Elements, but not from the shared exclusive use Common Elements area (unless otherwise determined by a majority vote of Owners at a meeting duly called for that purpose).
- (d) While Owners are responsible for the replacement and repair of the heating, air conditioning and ventilation equipment, the Corporation may conduct such periodic maintenance to include regularly scheduled inspections of all such equipment and the cleaning and replacement of air filters, subject to paragraph 5.1(d) above. The Corporation shall not be responsible for damage which arises as a result of premature failure, improper functioning and/or inadequate repair.
- (e) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner of a Residential Unit shall be responsible for the maintenance of all interior door and window surfaces within his or her Residential Unit.
- (f) The Corporation shall maintain, repair and replace, where applicable the sump pump(s) and related equipment, which is/are contained within and is/are designated as part of the Common Elements, such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the Board.
- (g) The Corporation shall be responsible for repairing and/or replacing all door locks respectively leading into each of the Residential Units and ensuring same are keyed to the

Corporation's master key entry system, but the cost of same shall be borne solely by the affected Unit Owner.

- (h) The Corporation shall be responsible for repairing and/or replacing all garage doors respectively leading into each of the garages, but the cost of same shall be borne solely by the affected Unit Owner.
- (i) The Corporation shall be responsible for the cost of maintaining boulevards fronting and/or flanking the Property as may be required by any applicable governmental authority, including all landscape features and the Condominium's irrigation system, if any, except that every Owner shall forthwith reimburse the Corporation for the cost of repairs to the irrigation system caused by such Owner's negligence or the negligence of his or her residents, tenants, invitees or licensees.
- (j) In an effort to ensure that the concrete portions of the Common Elements survive their intended useful life, the Corporation shall not use salt as a melting agent thereon.

## ARTICLE VI

### INDEMNIFICATION

- 6.1 Each Owner shall indemnify and save harmless the Corporation from and against any loss, cost, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, or such Owner's residents, family members, guests, visitors, tenants licensees or invitees to such Owner's Unit, or with respect to the Common Elements and/or all other Units, except for any losses, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance maintained by the Corporation) and insured against by the Corporation and for which proceeds of insurance sufficient to cover any such losses, costs, damages, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such. Without limiting the generality of the foregoing and notwithstanding anything contained in this Declaration to the contrary, all costs and expenses (including legal fees on a substantial indemnity basis, as well as all applicable disbursements and any costs relating to the inspection of the Owner's Unit) incurred by the Corporation by reason of a breach of the Act, this Declaration, the By-laws and/or the Rules in force from time to time (including a breach of any agreement authorized or ratified by any By-laws), committed by any Owner or such Owner's tenants, agents, invitees, licensees, guests, or visitors, shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such Owner, and such Owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such Owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such Owner's Unit, similar to the case of common expense arrears).

## ARTICLE VII

### INSURANCE

#### 7.1 By the Corporation

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

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

in an amount equal to the full replacement cost of such real and personal property, and of the Units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim

with respect to the Units and/or the Common Elements (or any portion thereof), provided however that if an Owner, tenant or other person residing in the Unit with the knowledge or permission of the Owner, through an act or omission causes damage to such Owner's Unit, or to any other Unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such Owner's Unit.

(b) Policy Provisions

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

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective occupants, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements and assets insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and the Owners' respective residents, tenants, invitees or licensees.

(d) Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit directly with the insurer;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the

policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the records of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;

- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

7.3 By the Owner

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

7.4 Indemnity Insurance for Directors and Officers of the Corporation

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

duty to act honestly and in good faith, or an act or omission that is in contravention of the provisions of the Act.

## ARTICLE VIII

### INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

- 8.1 The Corporation is authorized to enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:
- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the Property and assets of the Corporation covered by the insurance policy;
  - (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act and this Declaration, and any amendments thereto;
  - (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
  - (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such 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.

- 8.2 In the event that:

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination of governance in accordance with the provisions of the Act, or otherwise, the Insurance Trustee 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. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
- (c) the Board, in accordance with the provisions of the Act, determines that:
  - (i) there has not been substantial damage equal to or greater than twenty-five (25%) per cent of the replacement cost of the Buildings and structures located on the Property; or
  - (ii) there has been substantial damage equal to or greater than twenty-five (25%) per cent of the replacement cost of the Buildings and structures located on the Property and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

## ARTICLE IX

### DUTIES OF THE CORPORATION

- 9.1 In addition to any other duties or obligations of the Corporation set out in the Act elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:
- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Unit Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the Buildings and to fulfill the Declarant's obligations to all governmental authorities. In this regard, the Declarant shall be permitted to erect hoarding or install tiebacks within the Common Elements of the Condominium or temporarily block portions of the Common Elements as necessary to complete construction of the Condominium and the Buildings.
  - (b) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants, occupants, licensees or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize any unsold Units and all portions of the Common Elements of this Condominium for its marketing/sales/leasing/construction programs in connection with the Condominium, as more particularly set out in the foregoing provisions of this Declaration.
  - (c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by a Unit Owner, or their respective tenants, occupants, licensees or invitees which would prohibit, limit or restrict the access to, egress from and/or use of any easement enjoyed by the Condominium.
  - (d) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development, encroachment or similar agreements (as well as enter into a formal assumption agreement with the Town of Richmond Hill or other governmental authorities relating thereto, if so required by the Town of Richmond Hill or other governmental authorities).
  - (e) To take all reasonable steps to collect from each Unit Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses.
  - (f) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telecommunication or television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telecommunication or television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and telecommunication or television service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or telecommunication or television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such By-laws or resolutions as may be required to sanction the foregoing.
  - (g) To execute forthwith upon the request of the Declarant, all documents necessary to accept the transfer(s) any easement(s) and to execute all requisite land transfer tax affidavits, etc., as may be required in order to register the aforementioned easements on title;
  - (h) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act*, R.S.O. 1990, c. P.28, as amended or replaced, or alternatively a certificate of practice within the meaning of the *Architects Act*, R.S.O. 1990, c. A.26, as amended or replaced) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**"), at any time between the 6<sup>th</sup> month and the 10<sup>th</sup> month following the registration of this Declaration, then the Corporation shall have a duty to:

- (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
- (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

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

- (i) To assume any leases, licences, easements or other similar agreements entered into by the Declarant for or on behalf of the Condominium; and
- (j) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

## ARTICLE X

### GENERAL MATTERS AND ADMINISTRATION

#### 10.1 Rights of Entry to the Unit

- (a) The Corporation, any insurer of the Property or any part thereof or any of their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. In addition, the Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the Owner of such Unit has the exclusive use, at such reasonable times and upon giving reasonable notice, to facilitate window washing and maintenance of the suites below, if applicable. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements, where applicable;
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists;
- (c) If an Owner shall not be personally present to grant entry to such Owner's Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (d) The Corporation shall retain a key to all locks controlling entry into each Unit. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Unit (nor on any doors within said Unit), nor with respect to any door(s) leading to any part of the exclusive use Common Elements areas appurtenant to such Owner's Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed; and

- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

10.2 Invalidity

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

10.3 Waiver

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

10.4 Interpretation of Declaration

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


10.5 Headings

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

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

DATED at Toronto, this 26 day of August, 2015.

**HEATHWOOD HOMES (SILVERWOOD) LIMITED**

Per:   
Name: Robert M. Finnigan  
Title: Authorized Signing Officer

I/We have authority to bind the Corporation



SCHEDULE "A"

In the Town of Richmond Hill, in the Regional Municipality of York and Province of Ontario, being composed of All of Block 1, Registered Plan 65M-4164, hereinafter referred to as the "Condominium Lands".

**SUBJECT TO** an easement in favour of Enbridge Gas Distribution Inc., over the "Condominium Lands", as set out in Instrument YR2086913.

**SUBJECT TO** an easement in gross in favour of Powerstream Inc., over the "Condominium Lands", as set out in Instrument YR2108606.

**SUBJECT TO** an easement in gross in favour of Rogers Communications Inc., over the "Condominium Lands", as set out in Instrument YR2237465.

Being all of P.I.N. 03192 - 0142 (LT).

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

Harris, Sheaffer, LLP,  
Barristers and Solicitors,  
duly authorized representatives for  
**HEATHWOOD HOMES  
(SILVERWOOD) LIMITED.**

Sept. 10, 2015  
Dated

Per:   
Stephen Karr

**SCHEDULE "B"**

**CONSENT**

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

1. DANIELS JOINT HOLDINGS LTD. has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Instrument Number YR1607614 in the Land Registry Office for the Land Titles Division of York Region (No. 65).
2. DANIELS JOINT HOLDINGS LTD. 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. DANIELS JOINT HOLDINGS LTD. postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. DANIELS JOINT HOLDINGS LTD. is entitled by law to grant this consent and postponement.

DATED this 11<sup>th</sup> day of August 2015.

**DANIELS JOINT HOLDINGS LTD.**

Per: 

Name: Ashley D'Silva

Title: President

Per: 

Name: Peter N. Daniels

Title: Vice-President

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

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

1. BAZIL DEVELOPMENTS INC. has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Instrument Number YR1607834 in the Land Registry Office for the Land Titles Division of York Region (No. 65).
2. BAZIL DEVELOPMENTS INC. 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. BAZIL DEVELOPMENTS INC. postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. BAZIL DEVELOPMENTS INC. is entitled by law to grant this consent and postponement.

DATED this 17<sup>th</sup> day of August, 2015.

BAZIL DEVELOPMENTS INC.

Per:

Name:

Title:

Paul Bailey  
Paul Bailey  
President

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have the authority to bind the Corporation.

**SCHEDULE "B"**


**CONSENT**


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

1. ROYAL BANK OF CANADA has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Instrument Number YR2091479 in the Land Registry Office for the Land Titles Division of York Region (No. 65).
2. ROYAL BANK OF CANADA 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. ROYAL BANK OF CANADA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. ROYAL BANK OF CANADA is entitled by law to grant this consent and postponement.

DATED this 31 day of August, 2015.

**ROYAL BANK OF CANADA**

Per:   
Name: **Katrina Niitsoo**  
Title: **Director**

Per:   
Name: **Brian Guinto**  
Title: **Director**

I/We have the authority to bind the Corporation.

**SCHEDULE "B"****CONSENT**

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

1. TRAVELERS INSURANCE COMPANY OF CANADA has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Instrument Number YR2145118 in the Land Registry Office for the Land Titles Division of York Region (No. 65).
2. TRAVELERS INSURANCE COMPANY OF CANADA 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. TRAVELERS INSURANCE COMPANY OF CANADA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. TRAVELERS INSURANCE COMPANY OF CANADA is entitled by law to grant this consent and postponement.

DATED this 7th day of August, 2015.

**TRAVELERS INSURANCE COMPANY OF CANADA**

Per:   
Name: **Denise Fraser**  
Title: **Manager**

Per:   
Name: **Sara Ahmadi**  
Title: **Senior Account Executive**

I/We have the authority to bind the Corporation.

## SCHEDULE "C"

### UNIT BOUNDARIES

Each Residential Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 and 2 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 and 2 of the Description and all dimensions shall have reference to them.

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

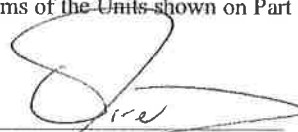
1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 60 inclusive on Level 1).

- a) Each Residential Unit is bounded vertically by one or a combination of the following:
  - i) the upper surface and plane of the concrete floor slab and production.
  - ii) the upper surface and plane of the unfinished wood sub-floor and production on floors separating one Unit from another Unit or the Common Elements.
  - iii) the upper surface and plane of the drywall-sheathing ceiling.
  - iv) the upper surfaces and planes of the stair treads on stairs separating the Unit from another Unit or the Common Elements.
- b) Each Residential Unit is bounded horizontally by one or a combination of the following:
  - i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a Unit from another Unit or the Common Elements.
  - ii) the unit side surfaces and planes of the stair risers on stairs separating the Unit from another Unit or the Common Elements.
  - iii) the unit side surface and plane of all exterior doors and door frames, windows and window frames, the said doors and windows being in a closed position and the unit side surface of the glass panels contained therein.
  - iv) the exterior unfinished surface and plane of the exterior garage door and frame, said door being in a closed position and the exterior surface of any glass panels contained therein.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 and 2 of the Description.

August 26, 2015  
Dated

  
D. Miret  
Ontario Land Surveyor

Reference should be made to Article V, Section 5.1 of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit and to Article I, Section 1.5 as to whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

# SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	1	1.57232	1.70360
1	2	1.57233	1.38744
1	3	1.57233	1.61737
1	4	1.57233	1.83424
1	5	1.57233	1.83946
1	6	1.57233	1.83946
1	7	1.57233	1.83424
1	8	1.57233	1.61737
1	9	1.57233	1.38744
1	10	1.57232	1.70360
1	11	1.57232	1.70360
1	12	1.57233	1.38744
1	13	1.57233	1.61737
1	14	1.57233	1.61737
1	15	1.57233	1.35870
1	16	1.57233	1.62913
1	17	1.57233	1.62913
1	18	1.57233	1.35870
1	19	1.57233	1.61737
1	20	1.57233	1.61737
1	21	1.57233	1.38744
1	22	1.57232	1.70360
1	23	1.57232	1.70360
1	24	1.57233	1.38744
1	25	1.57233	1.61737
1	26	1.57233	1.61737
1	27	1.57233	1.35870
1	28	1.57233	1.62913
1	29	1.57233	1.62913
1	30	1.57233	1.35870
1	31	1.57233	1.61737
1	32	1.57233	1.61737
1	33	1.57233	1.38744
1	34	1.57232	1.70360
1	35	1.57232	1.70360
1	36	1.57233	1.38744
1	37	1.57233	1.61737
1	38	1.57233	1.83946
1	39	1.57233	1.83424
1	40	1.57233	1.61737
1	41	1.57233	1.38744
1	42	1.57232	1.70360
1	43	1.88679	1.88650
1	44	1.88679	1.79766
1	45	1.88679	1.79766
1	46	1.88679	1.79765
1	47	1.88679	1.79765
1	48	1.88679	1.88650
1	49	1.88679	1.88650
1	50	1.88679	1.79765
1	51	1.88679	1.79765
1	52	1.88679	1.79765
1	53	1.88679	1.79765
1	54	1.88679	1.88650
1	55	1.88679	1.88650
1	56	1.88679	1.79765
1	57	1.88679	1.79765
1	58	1.88679	1.79765
1	59	1.88679	1.79765
1	60	1.88679	1.88650
TOTALS		100.00000	100.00000

**SCHEDULE "F"**

**SPECIFICATION OF COMMON EXPENSES**

The Common Expenses for all of the Units shall be the expenses of the performance of the objects and duties of the Corporation without limiting generality of the foregoing, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
  - (i) insurance premiums;
  - (ii) water, storm water management, sewage and electricity respecting Common Elements;
  - (iii) waste disposal and garbage collection;
  - (iv) maintenance materials, tools and supplies;
  - (v) snow removal from all Common Element roadways and as provided for in the Declaration, and storage thereof, if applicable;
  - (vi) landscaping of the Common Elements (including grass cutting of the certain exclusive use Common Elements areas as provided for in the Declaration);
  - (vii) fuel, including gas, oil and hydroelectricity for Common Elements and as provided for in the Declaration where not separately metered, check metered or sub-metered for a Unit; and
  - (viii) expenses incurred with respect to the obligations of the Corporation, if any, set out in the Declaration;
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law; and
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.



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**SCHEDULE "F"**

**EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS**

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

- a) the Owner(s) of each of the Residential Units 1 to 42 inclusive on Level 1, shall have the exclusive use of a deck or decks to which each of the said Units provide direct and sole access.
- b) the Owner(s) of each of the Residential Units 43 to 60 inclusive on Level 1, shall have the exclusive use of a rear yard to which each of the said Units provide direct access, as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter 'R'.
- c) the Owner(s) of each of the Residential Units 1 to 42 inclusive on Level 1, shall have the exclusive use of a driveway to which each of the said Units provide direct access, as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter 'DR'.
- d) the Owner(s) of each of the Residential Units 43 to 60 inclusive on Level 1, shall have the exclusive use of a driveway, stair and landing to which each of the said Units provide direct access, as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter 'DR'.
- e) the Owner(s) of each of the Residential Units 4, 5, 6, 7, 13, 14, 16, 17, 19, 20, 25, 26, 28, 29, 31, 32, 38 and 39 on Level 1, shall have the exclusive use of a stair and landing, as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter 'PO'.
- f) the Owner(s) of each of the Residential Units 1, 2, 3, 8, 9, 10, 11, 12, 15, 18, 21, 22, 23, 24, 27, 30, 33, 34, 35, 36, 37, 40, 41 and 42 on Level 1, shall have the exclusive use of a stair, landing and walkway, as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter 'PO'.
- g) the Owner(s) of each of the Residential Units 4, 5, 6, 7, 13, 14, 16, 17, 19, 20, 25, 26, 28, 29, 31, 32, 38 and 39 on Level 1, shall have the exclusive use in common of a walkway, as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered with the prefix letter 'W' and assigned as follows:

UNITS	EXCLUSIVE USE AREA
4 and 5	W1
6 and 7	W2
13 and 14	W3
16 and 17	W4
19 and 20	W5
25 and 26	W6
28 and 29	W7
31 and 32	W8
38 and 39	W9

**NOTE:**

The upper limit and extent of the exclusive use area of the decks shall be the upper surface and plane of the drywall sheathing ceiling slab and production immediately above the said deck of the Residential Unit that has access to the said deck.

**SCHEDULE "G"**

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A  
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)**

(under clause 8(1)(e) of the *Condominium Act, 1998*)

I certify that: **Hampshire Mews (Town of Richmond Hill, in the Regional Municipality of York,  
being composed of All of Block 1, Registered Plan 65M-4164, Being all of P.I.N. 03192 - 0142 (LT) )**

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:

(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 or 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 3<sup>rd</sup> day of August, 2015.

J. K. Lischkoff  
Name:  
Title: Architect or Engineer



**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1295**

**BUDGET FOR THE FISCAL YEAR ENDED  
AUGUST 31, 2021**

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295

## BUDGET FOR THE FISCAL YEAR ENDED

AUGUST 31, 2021

	2020 BUDGET	2021 BUDGET
<b><u>REVENUE</u></b>		
Common Element Assessment	270,982	277,765
<b>TOTAL REVENUE</b>	<b>270,982</b>	<b>277,765</b>
<b><u>ADMINISTRATIVE EXPENSES</u></b>		
Management Fees	23,976	26,686
Legal Fees	1,000	2,500
Audit Fees	2,948	3,080
Consultant & Appraisal Fees	1,285	1,000
Dues & Memberships	2,000	1,500
Regulatory Fees	2,400	1,600
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>33,609</b>	<b>36,366</b>
<b><u>OTHER EXPENSES</u></b>		
Office Expenses	3,100	3,000
Bank Charges & Interest	500	500
<b>TOTAL OTHER EXPENSES</b>	<b>3,600</b>	<b>3,500</b>
<b><u>UTILITIES EXPENSES</u></b>		
Hydro	1,000	1,000
Water	1,500	1,500
<b>TOTAL UTILITIES EXPENSES</b>	<b>2,500</b>	<b>2,500</b>
<b><u>CONTRACTS</u></b>		
Year Round Grounds Care	45,672	45,065
Insurance Premium	20,150	23,260
<b>TOTAL CONTRACTS</b>	<b>65,822</b>	<b>68,325</b>
<b><u>REPAIRS &amp; MAINTENANCE</u></b>		
Contingency Fund	1,000	600
Maintenance Supplies	1,000	1,000

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1295**

**BUDGET FOR THE FISCAL YEAR ENDED  
AUGUST 31, 2021**

	2020	2021
	BUDGET	BUDGET
General Repairs And Maintenance	10,800	10,000
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>12,800</b>	<b>11,600</b>
 <b>TOTAL OPERATING EXPENSES</b>	 <b>118,331</b>	 <b>122,291</b>
Reserve Fund Provision	152,651	155,474
<b>TOTAL RESERVE FUND PROVISION</b>	<b>152,651</b>	<b>155,474</b>
<b>TOTAL EXPENSES</b>	<b>270,982</b>	<b>277,765</b>
<b>UTILIZATION OF PRIOR YEAR SURPLUS / DEFICIT RECOVERY</b>	<b>-</b>	<b>-</b>
<b>NET EXPENSES</b>	<b>270,982</b>	<b>277,765</b>
<b>SURPLUS / ( DEFICIT )</b>	<b>-</b>	<b>-</b>

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295

## BUDGET FOR THE FISCAL YEAR ENDED

AUGUST 31, 2021

### COMMENTARY ON BUDGETED EXPENSES

#### ADMINISTRATIVE EXPENSES

Management Fees	26,686	Provision for property management services
Legal Fees	2,500	Provision for legal expenses as required
Audit Fees	3,080	Provision for annual audit by chartered accountant
Consultant & Appraisal Fees	1,000	Provision for consultants fees
Dues & Memberships	1,500	New legislation fees, as per Condo Act
Regulatory Fees	1,600	New legislation regulatory fees

<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>\$ 36,366</b>
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#### OTHER EXPENSES

Office Expenses	3,000	Cost for printing general and budget, AGM
Bank Charges & Interest	500	Bank charges

<b>TOTAL OTHER EXPENSES</b>	<b>\$ 3,500</b>
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#### UTILITIES EXPENSES

Hydro	1,000	Estimated cost for hydro for the year
Water	1,500	Estimated cost for water for the year

<b>TOTAL UTILITIES EXPENSES</b>	<b>\$ 2,500</b>
---------------------------------	-----------------

#### CONTRACTS

Year Round Grounds Care	45,065	Provision for contract grounds maintenance
Insurance Premium	23,260	Provision for cost of insurance premium

<b>TOTAL CONTRACTS</b>	<b>\$ 68,325</b>
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#### REPAIRS & MAINTENANCE

Contingency Fund	600	Emergency expenses and contingency
Maintenance Supplies	1,000	Lights bulbs, signs, etc.
General Repairs And Maintenance	10,000	General repairs, window cleaning, eaves cleaning, etc.

<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>\$ 11,600</b>
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#### Reserve Fund Provision

Reserve Fund Provision	155,474	Provision as required by the Condominium Act of Ontario. This amount was determined by the most recent Reserve Fund Study completed.
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<b>TOTAL Reserve Fund Provision</b>	<b>\$ 155,474</b>
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<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 277,765</b>
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# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295

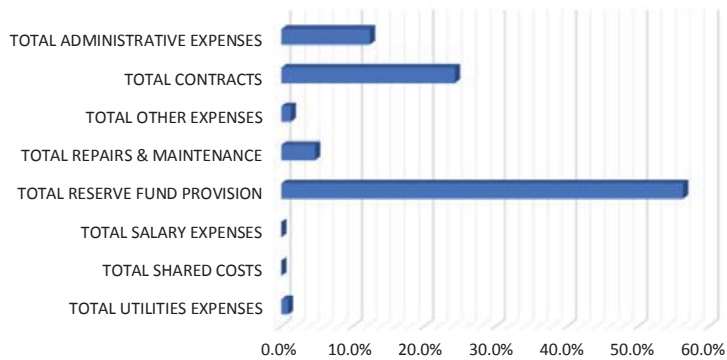
## BUDGET FOR THE FISCAL YEAR ENDED AUGUST 31, 2021

### ANALYSIS OF COMMON ELEMENT FEES

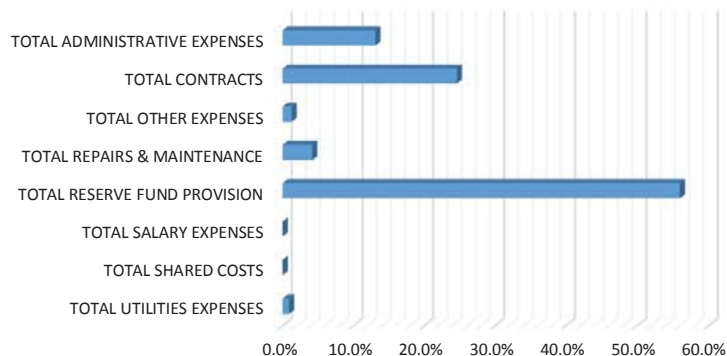
	2020	2021
Common Element Assessment	270,982	277,765
<b>TOTAL REVENUE</b>	<b>270,982</b>	<b>277,765</b>

EXPENSE CATEGORY	2020	2021	% of CE Fees	
			2020	2021
TOTAL UTILITIES EXPENSES	2,500	2,500	0.9%	0.9%
TOTAL SHARED COSTS	-	-	0.0%	0.0%
TOTAL SALARY EXPENSES	-	-	0.0%	0.0%
TOTAL RESERVE FUND PROVISION	152,651	155,474	56.3%	56.0%
TOTAL REPAIRS & MAINTENANCE	12,800	11,600	4.7%	4.2%
TOTAL OTHER EXPENSES	3,600	3,500	1.3%	1.3%
TOTAL CONTRACTS	65,822	68,325	24.3%	24.6%
TOTAL ADMINISTRATIVE EXPENSES	33,609	36,366	12.4%	13.1%
<b>TOTAL EXPENSES</b>	<b>270,982</b>	<b>277,765</b>		

### Allocation of Expenses - Current FY



### Allocation of Expenses - Upcoming FY



**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1295**

**Financial Statements**

**Year ended August 31, 2019**



**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295**

**Index to Financial Statements**

**August 31, 2019**

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## INDEPENDENT AUDITOR'S REPORT

To the Owners of  
York Region Standard Condominium Corporation No. 1295

### *Opinion*

We have audited the financial statements of York Region Standard Condominium Corporation No. 1295, which comprise the balance sheet as at August 31, 2019, and the statements of reserve fund, operating fund, revenue and expenditures and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as at August 31, 2019, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### *Responsibilities of Management and Directors for the Financial Statements*

Management and Directors are responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management and Directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management and Directors are responsible for assessing the Corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management and Directors either intend to terminate the Corporation or to cease operations, or have no realistic alternative but to do so.

Directors are responsible for overseeing the Corporation's financial reporting process.

## INDEPENDENT AUDITOR'S REPORT - cont'd

### *Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- ♦ Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- ♦ Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- ♦ Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management and Directors.
- ♦ Conclude on the appropriateness of management and Directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- ♦ Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with Directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

*Adams & Miles LLP*

Chartered Professional Accountants  
Licensed Public Accountants

Toronto, Canada  
December 24, 2019



**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295**

**Balance Sheet**

**August 31, 2019**

	2019	2018
<b>Assets</b>		
Current		
Cash	\$ 24,780	\$ 24,477
Accounts receivable	12,012	7,657
Prepaid expenditures	1,161	1,233
	37,953	33,367
Reserve investments (Note 4)	381,091	219,599
	<u>\$ 419,044</u>	<u>\$ 252,966</u>
<b>Liabilities</b>		
Current		
Accounts payable and accrued liabilities	\$ 16,874	\$ 7,000
<b>Fund balances</b>		
Reserve fund	377,368	231,028
Operating fund	24,802	14,938
	402,170	245,966
	<u>\$ 419,044</u>	<u>\$ 252,966</u>

**Approved on behalf of the Board:**

 Director  
 Director

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295**

**Statement of Reserve Fund**

**Year ended August 31, 2019**

	2019	2018
<b>Balance, beginning of year</b>	\$ 231,028	\$ 91,995
<b>Add (deduct)</b>		
Allocation from common element assessments	144,693	137,150
Interest	5,370	1,883
Reserve fund study	(3,723)	-
<b>Balance, end of year</b>	\$ 377,368	\$ 231,028

**Statement of Operating Fund**

**Year ended August 31, 2019**

	2019	2018
<b>Balance, beginning of year</b>	\$ 14,938	\$ 13,140
<b>Add</b>		
Excess of revenue over expenditures	9,864	1,798
<b>Balance, end of year</b>	\$ 24,802	\$ 14,938

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295****Statement of Revenue and Expenditures****Year ended August 31, 2019**

	2019 Budget (Note 8)	2019 Actual	2018 Actual
<b>Revenue</b>			
Common element assessments	\$ 254,353	\$ 254,353	\$ 231,221
Interest and other	350	975	496
	254,703	255,328	231,717
Less allocation to reserve fund	144,693	144,693	137,150
	110,010	110,635	94,567
<b>Expenditures (See analysis of certain expenditures on page 6)</b>			
Contract	60,272	59,793	58,409
Administrative	37,798	30,506	27,730
Repair and maintenance	9,440	4,315	1,288
Utilities	2,500	6,157	5,342
	110,010	100,771	92,769
<b>Excess of revenue over expenditures</b>	\$ -	\$ 9,864	\$ 1,798

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295****Schedules to Financial Statements****Year ended August 31, 2019**

	2019 Budget (Note 8)	2019 Actual	2018 Actual
<b>Contract</b>			
Year round grounds care	\$ 45,672	\$ 45,039	\$ 44,776
Insurance	14,600	14,754	13,633
	\$ 60,272	\$ 59,793	\$ 58,409
<b>Administrative</b>			
Management	\$ 23,737	\$ 23,506	\$ 23,045
Office	8,900	2,824	2,949
Audit	2,876	2,876	-
Consulting and appraisal	1,285	1,300	-
Legal	1,000	-	1,124
Performance audit	-	-	612
	\$ 37,798	\$ 30,506	\$ 27,730

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295****Statement of Cash Flows****Year ended August 31, 2019**

	2019	2018
<b>Cash provided by (used in)</b>		
<b>Operating activities</b>		
Excess of revenue over expenditures	\$ 9,864	\$ 1,798
Changes in		
Accounts receivable	(4,355)	(5,518)
Prepaid expenditures	72	(498)
Accounts payable and accrued liabilities	9,874	(7,244)
	15,455	(11,462)
<b>Financing activities</b>		
Allocation to reserve fund	144,693	137,150
<b>Investing activities</b>		
Increase in reserve investments	(161,492)	(127,604)
Reserve fund interests	5,370	1,883
Reserve fund expenditures	(3,723)	-
	(159,845)	(125,721)
<b>Change in cash</b>	303	(33)
<b>Cash, beginning of year</b>	24,477	24,510
<b>Cash, end of year</b>	\$ 24,780	\$ 24,477



## YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295

### Notes to Financial Statements

Year ended August 31, 2019

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#### 1. Nature of operations

The Corporation was registered on September 11, 2015 under the Condominium Act, 1998 and is a not-for-profit organization that is exempt from taxes under the Income Tax Act. Its purpose is to manage and maintain the common elements (as defined in the Corporation's Declaration and By-laws) and to provide common services for the benefit of the owners of a 60 unit residential condominium community located at 93-111, 119-141 Silverwood Avenue, 7-11, 15-47, 6-16, 22-32 and 38-48 Ormerod Lane in Richmond Hill, Ontario known as Hampshire Mews.

#### 2. Summary of significant accounting policies

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires the Corporation's management and Directors to make estimates and assumptions that affect the reported amount of assets, liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenditures during the year. These estimates and assumptions are reviewed periodically, and adjustments are reported in the Statement of Revenue and Expenditures in the year in which they become known. Significant accounting policies are as follows:

##### **Accrual basis of accounting**

Revenue and expenditures are recorded on the accrual basis of accounting under which they are recorded in the financial statements in the year they are earned or incurred respectively, whether or not such transactions have been settled by the receipt or payment of money.

##### **Common elements**

The common elements of the Corporation are owned proportionately by the owners and consequently are not reflected as assets in these financial statements.

##### **Reserve fund**

The Corporation is required by the Condominium Act, 1998 to allocate to a reserve fund amounts that are calculated from expected repair and replacement costs and life expectancies of the common elements of the Corporation and are reasonably expected to provide sufficient funds to repair and replace the common elements. The reserve fund is charged with the cost of major repair and replacement of the common elements and assets of the Corporation.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295**

**Notes to Financial Statements**

**Year ended August 31, 2019**

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**2. Summary of significant accounting policies - cont'd**

**Fund accounting**

Revenue and expenditures related to major repair and replacement of the common elements are reported in the Statement of Reserve Fund.

Revenue and expenditures for operations of the Corporation and for maintenance of the common elements are reported in the Statement of Revenue and Expenditures.

**Revenue recognition**

Common element assessments are recognized as revenue monthly based on the budget distributed to owners each year. Interest and other revenue are recognized as revenue of the related fund when earned.

**Reserve investments**

Reserve investments are recorded at cost plus accrued interest.

**Contributed services**

Directors and owners volunteer their time to assist in the Corporation's activities. These services materially benefit the Corporation; however, a reasonable estimate of the time spent and its fair market value cannot be made and accordingly, these contributed services are not recognized in the financial statements.

**Fund balance management**

The Corporation manages its fund balances through annual budgets that accumulate amounts adequate for reserve fund requirements and day-to-day operations and by investment of funds in compliance with the requirements of the Condominium Act, 1998.

## **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295**

### **Notes to Financial Statements**

**Year ended August 31, 2019**

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#### **3. Adequacy of reserve fund**

The Directors have used the report of CCI Group Inc., dated September 26, 2016 and such other information as was available to them to evaluate the adequacy of the reserve fund. That report proposed allocations of \$144,693, expenditures of \$3,121 and a year-end balance as at August 31, 2019 of \$482,807. Actual amounts were allocations of \$144,693, expenditures of \$3,723 and a year-end balance of \$377,368. Based on an updated report of McIntosh Perry Limited dated November 22, 2019, reserve fund allocations are proposed to increase by 5.50% in 2020 and increase by 1.80% annually thereafter.

Any evaluation of the adequacy of the reserve fund is based on assumptions as to the future interest and inflation rates and estimates of the life expectancy of the building components and their replacement costs. These factors are subject to change over time and the changes may be material; accordingly, the Condominium Act, 1998 requires reserve fund studies be updated every three years.

The Directors' evaluation is that the present reserve fund balance together with the allocations proposed in the reserve fund study can be reasonably expected to provide sufficient funds to pay for future major repair and replacement.

#### **4. Reserve investments**

Cash is held in a bank account with Canadian Imperial Bank of Commerce earning interest at a rate of prime less 1.80% per annum. Market value as at year-end approximates cost plus accrued interest.

#### **5. Related party transactions**

During the year, the Directors did not receive remuneration nor have an interest in any transactions of the Corporation. The management company collects amounts from owners and others for issuing statutory notices.

#### **6. Financial instruments**

The Corporation's financial instruments that are exposed to concentrations of credit risk consist primarily of cash, accounts receivable and reserve investments. The Corporation places its cash and reserve investments with high credit quality institutions and believes its exposure to credit risk is not significant.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295**

**Notes to Financial Statements**

**Year ended August 31, 2019**

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**7. Commitments**

The Corporation has contractual obligations for various operating expenditures including management and year round grounds. All contracts contain short-term cancellation clauses .

**8. Budget amounts**

The budget amounts on the Statement of Revenue and Expenditures and Schedules to Financial Statements are presented for information purposes only, are unaudited and not covered by the Independent Auditor's Report of Adams & Miles LLP, Chartered Professional Accountants, dated December 24, 2019.





Atrens-Counsel  
Insurance Brokers

Part of Arthur J. Gallagher Canada Limited

## **CERTIFICATE OF INSURANCE**

This is to certify that insurance described below has been effected with the Insurer(s) shown,  
subject to the terms and conditions of the policy applicable.

**NAMED INSURED:** YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1295

**ADDITIONAL NAMED INSUREDS:** ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

**PROPERTY INSURED:** 93-111 & 119-141 (Odds) Silverwood Avenue;  
7-11, 15-47 (Odds) & 6-16, 22-32, 38-48 (Evens) Ormerod Lane;  
Richmond Hill, Ontario  
L4S 0G3

**TERM:** September 11, 2020 TO September 11, 2021

**COMMERCIAL PACKAGE POLICY NO. 501168470**

**PROPERTY:** Form: Comprehensive All Risk Policy

Amount of Insurance: \$14,571,800.00

Deductibles: \$ 10,000.00 STANDARD  
\$ 10,000.00 SEWER BACKUP  
\$ 10,000.00 WATER  
\$ 25,000.00 FLOOD  
\$ 100,000.00 EARTHQUAKE

Company: Novex Insurance Company 41%  
Wawanesa Insurance 21%  
Travelers Canada 18%  
Aviva Insurance Company of Canada 20%

### **COMPREHENSIVE GENERAL LIABILITY:**

Novex Limit of Liability: \$5,000,000.00  
Novex Excess Limit of Liability: \$5,000,000.00

### **DIRECTORS AND OFFICERS LIABILITY:**

Novex Limit of Liability: \$5,000,000.00  
Novex Excess Limit of Liability: \$5,000,000.00

### **EQUIPMENT BREAKDOWN INSURANCE:**

Limit per Accident: \$14,571,800.00  
Company: Novex Insurance Company  
Policy Number: 501168470

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.

It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.

A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

ATRENS-COUNSEL INSURANCE BROKERS  
Part of Arthur J. Gallagher Canada Limited

Authorized Representative

Date: August 20, 2020

*Your Protection is Our Business*  
[www.atrens-counsel.com](http://www.atrens-counsel.com)

*Condominium Act, 1998*

NOTICE OF FUTURE FUNDING OF THE RESERVE FUND  
(under subsection 94 (9) of the *Condominium Act, 1998*)

TO: All owners in **York Region Standard Condominium Corporation 1295**

The board has received and reviewed a Class 2 reserve fund study dated November 22, 2019, prepared by McIntosh Perry Limited, and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

1. A summary of the reserve fund study.
2. A summary of the proposed funding plan.
3. A statement indicating the areas, if any, in which the proposed funding plan differs from the reserve fund study.

At the present time the average contribution per unit per month to the reserve fund is \$212.02. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$3.92 in 2020/2021, \$3.99 in 2021/2022 and \$4.07 in 2022/2023.

The proposed funding plan will be implemented beginning on September 1, 2019.

Dated this 10 day of December, 2019.

York Region Standard Condominium Corporation 1295



(signature)



(signature)

TERESA DIMARZIO

(print name)

Kenneth Siu

(print name)

(Affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

## SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Class 2 reserve fund study dated November 22, 2019, prepared by McIntosh Perry Limited for **York Region Standard Condominium Corporation 1295** (known as the "Reserve Fund Study").

Subsection 94 (1) of the Condominium Act, 1998, requires the corporation to conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the corporation. As a result, the corporation has obtained the Reserve Fund Study.

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the Cash Flow Table. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for the 2019/2020 fiscal year is \$155,474, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund (at September 1, 2019):	\$381,091
Minimum Reserve Fund Balance during the projected period:	\$30,000
Expenditure Price Index (EPI) [2019-2021]:	4.3%
Expenditure Price Index (EPI) [2022-2024]:	2.8%
Expenditure Price Index (EPI) [2025-2049]:	3.1%
Average Interest Earnings (GIC) [2019-2021]:	1.5%
Average Interest Earnings (GIC) [2022-2024]:	1.6%
Average Interest Earnings (GIC) [2025-2049]:	3.6%

The Reserve Fund Study can be examined First Service Residential, Suite 101, 2645 Skymark Ave., Mississauga ON L4W 4H2

*(set out details where and when unit owners can review a full copy of the study and whether a written request and/or reasonable notice are required.)*



# CASH FLOW TABLE

**Table 4C**

## York Region Condominium Corporation 1295

**Immediate increase of 1.8%, Inflation Matched Contribution Increases, 45-Year Cash Flow Positive**

**Opening Balance of the Reserve Fund at September 1, 2019: \$381,091**

**Minimum Reserve Fund Balance (as indicated in this table): \$30,000**

	2020 - 2022	2023 - 2025	2026 - 2050
<b>Expenditure Price Index (EPI)</b>	<b>4.3%</b>	<b>2.8%</b>	<b>3.1%</b>
<b>Interest Earnings (GIC)</b>	<b>1.5%</b>	<b>1.6%</b>	<b>3.6%</b>
<b>Average Contribution Escalation (CPI)</b>	<b>1.8%</b>	<b>1.8%</b>	<b>1.8%</b>

Year End Aug 31	Fiscal Year Period	Opening Balance (\$)	Recommended Annual Contribution (\$)	Other Contribution (\$)	Predicted Inflation Adjusted Expenditures (\$)	Estimated Interest Earned (\$)	Closing Balance (\$)	Recommended Annual Contribution Increase (%)	Average Monthly Contribution per Unit (\$)	Average Monthly Increase per Unit (\$)
<b>2020</b>	<b>2019 / 2020</b>	<b>381,091</b>	<b>152,651</b>		<b>120,873</b>	<b>5,973</b>	<b>418,842</b>		<b>212.02</b>	
2021	2020 / 2021	418,842	155,474		10,000	7,396	571,711	1.8%	215.94	3.92
2022	2021 / 2022	571,711	158,348		10,000	9,718	729,778	1.8%	219.93	3.99
2023	2022 / 2023	729,778	161,276		18,420	12,841	885,475	1.8%	223.99	4.07
2024	2023 / 2024	885,475	164,258		52,900	15,084	1,011,918	1.8%	228.14	4.14
2025	2024 / 2025	1,011,918	167,295		126,600	16,545	1,069,158	1.8%	232.35	4.22
2026	2025 / 2026	1,069,158	170,389		110,310	40,022	1,169,258	1.8%	236.65	4.30
2027	2026 / 2027	1,169,258	173,539		103,430	43,849	1,283,216	1.8%	241.03	4.38
2028	2027 / 2028	1,283,216	176,748		90,910	48,284	1,417,339	1.8%	245.48	4.46
2029	2028 / 2029	1,417,339	180,016		113,020	52,825	1,537,160	1.8%	250.02	4.54
2030	2029 / 2030	1,537,160	183,345		25,830	58,835	1,753,510	1.8%	254.65	4.62
2031	2030 / 2031	1,753,510	186,735		125,900	64,952	1,879,297	1.8%	259.35	4.71
2032	2031 / 2032	1,879,297	190,188		263,580	67,089	1,872,993	1.8%	264.15	4.80
2033	2032 / 2033	1,872,993	193,704		224,900	67,627	1,909,425	1.8%	269.03	4.88
2034	2033 / 2034	1,909,425	197,286		189,490	69,664	1,986,885	1.8%	274.01	4.97
<b>2035</b>	<b>2034 / 2035</b>	<b>1,986,885</b>	<b>200,934</b>		<b>148,150</b>	<b>73,303</b>	<b>2,112,972</b>	<b>1.8%</b>	<b>279.07</b>	<b>5.07</b>
2036	2035 / 2036	2,112,972	204,649		91,630	78,990	2,304,982	1.8%	284.24	5.16
2037	2036 / 2037	2,304,982	208,433		96,310	85,965	2,503,070	1.8%	289.49	5.26
2038	2037 / 2038	2,503,070	212,287		139,060	92,469	2,668,767	1.8%	294.84	5.35
2039	2038 / 2039	2,668,767	216,213		198,200	97,497	2,784,276	1.8%	300.30	5.45
2040	2039 / 2040	2,784,276	220,210		98,740	103,586	3,009,333	1.8%	305.85	5.55
2041	2040 / 2041	3,009,333	224,282		164,490	110,658	3,179,783	1.8%	311.50	5.66
2042	2041 / 2042	3,179,783	228,429		245,620	115,462	3,278,054	1.8%	317.26	5.76
2043	2042 / 2043	3,278,054	232,653		316,100	117,834	3,312,442	1.8%	323.13	5.87
2044	2043 / 2044	3,312,442	236,955		206,950	121,152	3,463,598	1.8%	329.10	5.97
2045	2044 / 2045	3,463,598	241,336		119,900	128,320	3,713,354	1.8%	335.19	6.09
2046	2045 / 2046	3,713,354	245,799		528,090	130,063	3,561,125	1.8%	341.39	6.20
2047	2046 / 2047	3,561,125	250,343		234,920	129,941	3,706,490	1.8%	347.70	6.31
2048	2047 / 2048	3,706,490	254,972		411,180	132,109	3,682,391	1.8%	354.13	6.43
2049	2048 / 2049	3,682,391	259,687		679,370	126,435	3,389,142	1.8%	360.68	6.55
<b>2050</b>	<b>2049 / 2050</b>	<b>3,389,142</b>	<b>264,489</b>		<b>423,920</b>	<b>120,496</b>	<b>3,350,207</b>	<b>1.8%</b>	<b>367.35</b>	<b>6.67</b>
2051	2050 / 2051	3,350,207	269,379		233,400	122,635	3,508,821	1.8%	374.14	6.79
2052	2051 / 2052	3,508,821	274,360		502,780	123,597	3,403,998	1.8%	381.06	6.92
2053	2052 / 2053	3,403,998	279,433		1,193,580	107,297	2,597,148	1.8%	388.10	7.05
2054	2053 / 2054	2,597,148	284,600		1,654,040	69,631	1,297,339	1.8%	395.28	7.18
2055	2054 / 2055	1,297,339	289,862		938,860	35,421	683,762	1.8%	402.59	7.31
2056	2055 / 2056	683,762	295,222		612,280	19,124	385,827	1.8%	410.03	7.44
2057	2056 / 2057	385,827	300,681		187,350	16,111	515,269	1.8%	417.61	7.58
2058	2057 / 2058	515,269	306,240		690,690	11,762	142,581	1.8%	425.33	7.72
2059	2058 / 2059	142,581	311,903		368,310	4,164	90,338	1.8%	433.20	7.86
2060	2059 / 2060	90,338	317,670		380,160	2,152	30,000	1.8%	441.21	8.01
2061	2060 / 2061	30,000	323,544		293,300	1,643	61,887	1.8%	449.37	8.16
2062	2061 / 2062	61,887	329,526		97,440	6,478	300,451	1.8%	457.68	8.31
2063	2062 / 2063	300,451	335,619		85,100	15,500	566,471	1.8%	466.14	8.46
2064	2063 / 2064	566,471	341,825		86,670	25,270	846,896	1.8%	474.76	8.62
<b>2065</b>	<b>2064 / 2065</b>	<b>846,896</b>	<b>348,145</b>		<b>266,880</b>	<b>32,315</b>	<b>960,476</b>	<b>1.8%</b>	<b>483.54</b>	<b>8.78</b>

The projections in this table are assumptions only, based on the information available at the time of preparation of this report. The Reserve Fund Study must be updated regularly as the actual figures will vary from the amounts detailed in this table due to changes in interest rates, inflation rates and completion of repair/replacement work.

**SUMMARY OF PROPOSED PLAN  
FOR FUTURE FUNDING OF THE RESERVE FUND**

The following is a summary of the board's proposed plan for the future funding of the reserve fund.

The board of **York Region Standard Condominium Corporation 1295** has reviewed the Class 2 reserve fund study dated November 22, 2019, prepared by McIntosh Perry Limited for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

The board has adopted the funding recommendations of the Reserve Fund Study and will implement them as set out in the Contribution Table.

The total annual contribution recommended under the proposed funding plan for the current fiscal year is \$152,651, which is the same amount that has already been budgeted.

The Proposed Plan for Future Funding of the Reserve Fund can be examined First Service Residential, Suite 101, 2645 Skymark Ave., Mississauga ON L4W 4H2

*(set out details where and when unit owners can review a full copy of the study and whether a written request and/or reasonable notice are required.)*

### CONTRIBUTION TABLE

Fiscal Year Period	Year End Aug 31	A Annual Contribution	% Increase Over Previous Year	B Other Contribution	A + B Total Contribution Each Year to Reserve Fund
2019 / 2020	2020	152,651			152,651
2020 / 2021	2021	155,474	1.8%	0	155,474
2021 / 2022	2022	158,348	1.8%	0	158,348
2022 / 2023	2023	161,276	1.8%	0	161,276
2023 / 2024	2024	164,258	1.8%	0	164,258
2024 / 2025	2025	167,295	1.8%	0	167,295
2025 / 2026	2026	170,389	1.8%	0	170,389
2026 / 2027	2027	173,539	1.8%	0	173,539
2027 / 2028	2028	176,748	1.8%	0	176,748
2028 / 2029	2029	180,016	1.8%	0	180,016
2029 / 2030	2030	183,345	1.8%	0	183,345
2030 / 2031	2031	186,735	1.8%	0	186,735
2031 / 2032	2032	190,188	1.8%	0	190,188
2032 / 2033	2033	193,704	1.8%	0	193,704
2033 / 2034	2034	197,286	1.8%	0	197,286
2034 / 2035	2035	200,934	1.8%	0	200,934
2035 / 2036	2036	204,649	1.8%	0	204,649
2036 / 2037	2037	208,433	1.8%	0	208,433
2037 / 2038	2038	212,287	1.8%	0	212,287
2038 / 2039	2039	216,213	1.8%	0	216,213
2039 / 2040	2040	220,210	1.8%	0	220,210
2040 / 2041	2041	224,282	1.8%	0	224,282
2041 / 2042	2042	228,429	1.8%	0	228,429
2042 / 2043	2043	232,653	1.8%	0	232,653
2043 / 2044	2044	236,955	1.8%	0	236,955
2044 / 2045	2045	241,336	1.8%	0	241,336
2045 / 2046	2046	245,799	1.8%	0	245,799
2046 / 2047	2047	250,343	1.8%	0	250,343
2047 / 2048	2048	254,972	1.8%	0	254,972
2048 / 2049	2049	259,687	1.8%	0	259,687
2049 / 2050	2050	264,489	0.0%	0	264,489

**DIFFERENCES BETWEEN  
THE RESERVE FUND STUDY AND  
THE PROPOSED PLAN FOR FUTURE  
FUNDING OF THE RESERVE FUND**

The Plan for Future Funding of the Reserve Fund proposed by the board differs from the Reserve Fund Study in the following respects:

No differences.



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