

DISCLOSURE STATEMENT
CLAIRMONT CONDOMINIUMS

A. NAME AND MUNICIPAL ADDRESS

The name and municipal address of the Declarant and the proposed condominium are as follows:

Declarant Name and Municipal Address: Mattamy (Tru-Villa) Ltd.
6696 Financial Drive
Mississauga, ON L5N 7J6

Mailing Address of the Property: c/o Maple Ridge Community Management
5753 Coopers Avenue
Mississauga, ON L4Z 1R9

Municipal Address of the Property: 132 Clair Road West
Guelph, ON N1L 1G1

Date of this Disclosure Statement: August 1, 2025

B. GENERAL DESCRIPTION OF THE CONDOMINIUM PROJECT

SECTION 1 - Description of the Property

(i) General

Overview

The property upon which the proposed Condominium plan will be constructed is located in the City of Guelph within a parcel of land to be legally described as Part of Lot 11 Concession 7 Geographic Township of Puslinch City of Guelph County of Wellington, being Part 1 Plan 61R-23046 on a proposed plan of subdivision (the "Property").

The condominium corporation to be created upon the registration of a declaration and description pursuant to the *Condominium Act, 1998* and the regulations thereunder, as amended (the "Act") will hereinafter be sometimes referred to as "this Condominium", "this Corporation" or "the Corporation".

The Condominium will be comprised of approximately sixty-two (62) rear lane village home dwelling units, situate amongst nine development blocks (the "Residential Units"). There will be two spaces for the parking of automobiles, one parking space will be included within the monumentation of the Residential Units and one parking space will be situate within an exclusive use driveway area appurtenant to each Residential Unit. Purchasers should ensure that their vehicles will fit within the confines of the parking spaces. Access to the Property will be by way of Poppy Drive West.

Each Residential Unit will contain an exclusive use balcony, porch and driveway, as set out in Schedule "F" accompanying the draft declaration forming part of this Disclosure Statement. Each owner and occupant will be responsible to keep these exclusive use common element areas in a neat and tidy condition and shall be responsible for clearing any snow and ice therefrom on their own behalf (for clarity, the Condominium will not be responsible for these services).

Amenities

As indicated on the draft Condominium plan forming part of this Disclosure Statement, there is an outdoor amenity/shade area for the use of owners and occupants of the condominium. The anticipated commencement date of this amenity is April 2027, with an anticipated completion date of July 2027. It is not anticipated that the amenity will be available to Residential Unit owners/occupants during the period of interim occupancy.

Utilities

It is currently anticipated that the utility providers for hydro electricity, gas and water will invoice each owner and occupant directly for the applicable utility consumed within the Residential Units (collectively, for the purposes of this subparagraph, the "Utility" and/or "Utilities"). However, there is the possibility that the relevant Utility (and/or Utilities) supplier may not agree to provide separate metering to the Residential Units and/or may not be willing to do it upon terms and conditions satisfactory to the

Declarant (in its sole discretion). In such event, there will be one or more bulk meter(s) for the Utilities (or any of the Utilities) to be located in a location to be determined by the Declarant (in its sole discretion) and the Utilities supplier on the Property with separate readings and allocations of the cost of consumption of such Utilities to be allocated to the Residential Units. In such event, it is anticipated that the Declarant will make arrangements with a company which shall arrange to read the individual sub or check meters and invoice the purchasers of the Residential Units who shall be obliged to pay both the cost of consumption as well as the service and/or administrative charge of the reading company. In such event, all appropriate revisions will be effected to the condominium documents for the proposed common element condominium corporation to reflect this scenario and to accommodate the reading by such company including, without limitation, amendments to the duties section of the proposed declaration and, as well, the passage of a by-law pertaining to such matters and providing for the entering into and/or assumption of such agreements for the reading company and providing for rights of access for the reading company. Failure to pay the requisite amounts in this circumstance will result in a lien pursuant to the Act which shall be enforceable against the Residential Units. In either event, the Purchaser will be responsible for payment of Utilities for the Residential Units (as well as being responsible for the proportionate share of the payment of Utilities for the common element condominium corporation). In no event shall same be deemed or construed to be a material change.

Purchasers should be aware that the water, hydro-electricity and any other utility provider (inclusive of the City of Guelph), any utility monitor (if applicable) and any other similar supplier of utility services, may require this Corporation to pass, confirm and register a by-law authorizing any such party or all such parties to enjoy (the conveyance of) a license or easement through the common elements of this Condominium to facilitate the provision of any such service(s). In this event, the declarant board of the Corporation shall take the appropriate steps to pass, confirm and register the enabling by-law(s) and enter into the appropriate license or easement agreement on terms and conditions comparable to those offered by said suppliers of utility services to other comparable buildings within the City of Guelph.

Certain or all of the utilities may be gang metered for the Residential Units. Accordingly, purchasers of the Residential Units are advised that on the exterior side walls of end units there may be meters for any or all of the utilities relating to services to one or more of the Residential Units and that utility services may pass through portions of the Residential Units (or the exclusive use common element areas) and that such Residential Units will be subject to all necessary easements to permit such passages, as well as for access for maintenance, repair and replacement.

Hydro, water and gas used by the common elements is intended to be measured and invoiced by the utility supplier to the Corporation and shall comprise part of the common expenses and is included in the Budget Statement (hereinafter defined).

The Corporation will authorize entry to the Residential Units, if applicable, and the common elements by any utility supplier or its subcontractors from time to time, as deemed necessary by the utility supplier, for the purposes of conducting inspections, maintenance, repair and reading of the meters. Work that is required within the Residential Unit or the common elements (including exclusive use common elements) in order to facilitate the usage and operation of any metering system is also permitted and authorized upon no less than twenty-four (24) hours' notice to the owner of the Residential Unit if access to the Residential Unit is required, except in the case of an emergency, whereupon no notice is required.

Purchasers are further advised that the Declarant may be required to enter into other agreements with other service providers pertaining to utility installation and/or servicing of the Condominium and it shall be a duty and obligation of this Condominium to assume all such obligations from the Declarant.

Mail Delivery

It is anticipated that residents will not receive mail delivery on a door to door basis but will be required to retrieve mail from a central community mail box or mail boxes located within or adjacent to the Condominium, as determined in consultation with Canada Post.

Refuse, Recycling and Green Waste

It is currently contemplated that the City of Guelph will provide for garbage, recycling and green waste pick up. Owners and occupants will be required to transport their garbage to designated locations within the common elements for pick up on the relevant days for garbage, recycling and green waste.

Visitor Parking

The Condominium will contain no less than the minimum number of visitor parking spaces required by municipal by-laws as at the time of approval for the Condominium. The Declarant does not intend to charge for the use of visitor parking.

Limitation Agreement

The Condominium will also be obliged to enter into a limitation of liability agreement (the “**Limitation Agreement**”) with the Declarant, the particulars of which are set out in Heading C (ii) of this Disclosure Statement.

Non-Objection Agreement

The Condominium will be obliged to enter into an agreement and undertaking with the Declarant (the “**Non-Objection Agreement**”), the particulars of which are set out in Heading C (iii) of this Disclosure Statement.

Construction Licence Agreement

The Condominium will be obliged to enter into a construction licence agreement (the “**Construction Licence Agreement**”) with the Declarant to permit and assist in the construction and development of the Adjacent Lands (as hereinafter defined). The Construction Licence Agreement shall grant exclusive rights to the Declarant for the operation and overswing of booms and related apparatus of a tower crane. In addition, Schedule "A" to the Declaration will reserve an easement in favour of the Declarant (as owner of the Adjacent Lands) of an easement securing the right for the operation and overswing of cranes and booms.

(ii) Type of Condominium Corporation

The Corporation to be created upon the registration of the declaration and description for this Condominium will be a freehold condominium corporation that is a standard condominium corporation.

(iii) Ontario New Home Warranties Plan Act

The units and common elements comprising the Corporation will be subject to the *Ontario New Home Warranties Plan Act*, and the Declarant has enrolled or intends to enrol the proposed units and common elements with the Ontario New Home Warranty Program. No building situate on the lands, nor any proposed unit, has been converted from a previous use.

(iv) Commercial Uses

It is not anticipated that any part of the common elements, or any unit, will be utilized for commercial or other purposes not ancillary to residential purposes.

(v) Leasing and Investors

The Declarant does not intend, but expressly reserves its right, to market the units in blocks to investors. The portion of units, to the nearest anticipated twenty-five per cent (25%), that the Declarant intends to lease is zero (0%) per cent. This percentage estimate may increase or decrease as market conditions for sales fluctuate.

The Declaration provides no restrictions on the right of owners in connection with leasing of the Residential Units, with the exception that the minimum lease term shall be no less than twelve (12) months.

(vi) Amalgamation

To the knowledge of the Declarant, the Corporation does not intend to amalgamate with another corporation and the Declarant does not intend to cause the Corporation to amalgamate with another corporation within sixty (60) days of the date of registration of the declaration and description of this Condominium.

(vii) Declarant's Right to Excess Interest

Purchasers are advised that under Section 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money on account of the purchase price of the unit held in trust over the interest the Declarant is required to pay to the purchaser under Section 82(8) of the Act.

(viii) Adjacent Lands

The Declarant owns lands adjacent to the proposed Condominium. These adjacent lands are currently vacant. The Declarant has submitted an OPA and zoning by law amendment to permit additional residential development on a portion of the adjacent lands. Another portion of the adjacent lands will ultimately be utilized as a storm water management pond, which lands and pond will then be transferred by the Declarant to the municipality or region.

(ix) Units, Assets and Property

There are no major assets or property that the Declarant will be providing to the Condominium. The Corporation is not required to enter into any lease with, nor acquire any services from, the Declarant, nor to purchase any units or assets from the Declarant. It is not anticipated that the units or common elements will be subject to a lease or licence, save and except for the Construction Licence Agreement.

(x) Fees and Charges

There are no fees or charges contemplated to be paid to or by the Condominium other than as set out in the Budget Statement which accompanies this Disclosure Statement and purchasers should refer to the Budget Statement for all common expenses of the Condominium and, in particular, the services being provided. Purchasers are reminded of the earlier provisions of this Disclosure Statement regarding the obligation of payment in connection with utility suppliers. Any first year subsidies by the Declarant are set forth in the Budget Statement.

Purchasers should be aware that, although the Residential Units may have been wired for cable television/internet service outlets, such telecommunication services shall be provided and billed on an individual subscriber basis, directly by the telecommunications service supplier to the unit owner, according to the individual user's requirements and the number of outlets connected. Accordingly, monthly cable television/internet/telephony, communication and telephone service charges do not form part of the common expenses of this Condominium, but will be borne and paid for by each Residential Unit owner.

The Condominium will be obliged to enter into a management agreement with a property management firm which is experienced in the condominium property management business, on terms and provisions that are customary to the condominium property management industry. The Condominium will be obliged to pay the cost of the property manager as set out in the Budget Statement accompanying this Disclosure Statement.

(xi) Standard Unit

Accompanying this Disclosure Statement, as proposed By-Law No. 2, is the standard unit by-law. Purchasers are advised that this by-law will be amended at registration to reflect the finished Residential Unit. In no event shall same be deemed or construed to constitute a material change.

(xiv) Budget – Current Fiscal Year

The budget statement (the “**Budget Statement**”) for the first year of operation of the Condominium accompanies this Disclosure Statement. Purchasers should refer to the Budget Statement for all costs and expenses for the Condominium for the first year of operation.

(xv) Subsection 9(4) Application

The Declarant has not made application pursuant to Subsection 9(4) of the Act.

SECTION 2 – Notice/Warning Provisions

Purchasers are directed to Schedule "C" – Warnings and Acknowledgements of the Condominium Agreement of Purchase and Sale for the residential units for the various notifications/warning provisions, if any, pertaining to the proposed Condominium and the development of the lands.

It is anticipated by the Vendor/Declarant that in connection with the Vendor's/Declarant's application for the governmental authorities for draft plan of condominium approval, rezoning, minor variance site plan approval and/or committee of adjustment, certain additional requirements may be imposed upon the Vendor/Declarant by the governmental authorities. These additional requirements (the “**Requirements**”) usually relate to warning provisions to be given to purchasers/residents/owners in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major streets and similar matters). Accordingly, each purchaser covenants and agrees and on either the confirmed possession date or the closing date, as determined by the Vendor/Declarant, purchasers/residents/owners shall execute any and all documents required by the Vendor/Declarant acknowledging, inter alia, that the purchaser is aware of the Requirements and if the Vendor/Declarant is required to incorporate the Requirements into the final condominium documents, each purchaser shall accept the same without in any way affecting the transaction of purchase and sale without same being deemed to be a material change.

SECTION 3 – Provisions Respecting Pets

No owner or occupant of a Residential Unit shall maintain, keep or shelter any animal livestock, reptile or fowl other than a household pet. For the purposes of this restriction the term "**household pet**" shall mean a caged bird, aquarium fish, domestic cats and a maximum of two (2) domestic dogs, unless such animal or pet, in the opinion of the Board, acting reasonably, constitutes an unreasonable interference of the use and enjoyment by other owners of other Residential Units in this Condominium, and as may be provided for in the declaration or in the rules, from time to time. A 'pitbull' or a comparable dog that in the opinion of the Board, acting reasonably, is or may be prone to attack other domestic dogs or persons, shall be excluded from the definition of the term "household pet", and shall not be permitted to be kept within or upon the property. These general restrictions do not include a guide dog within the meaning of *Blind Person's Blind Rights Act* of Ontario.

C. ASSIGNMENT OF ASSUMED AGREEMENTS, LIMITATION AGREEMENT, NON-OBJECTION AGREEMENT AND OTHER VARIOUS AGREEMENTS

The following represents a brief narrative description of the significant features of the proposed (i) Assignment of Assumed Agreements; (ii) Limitation Agreement; and (iii) the Non-Objection Agreement. The description is not meant to be exhaustive and does not contain a full summary of all of the provisions of these documents but does contain a summary of certain material provisions of such documents. Any statements herein as to the provisions of such documents are qualified in all respects by the contents of such documents and references made to copies of the documents which have been delivered concurrently (or delivered in the future) with the delivery of this Disclosure Statement.

NOTE: Purchasers are advised to review the actual documents accompanying this Disclosure Statement for complete information. Purchasers should also be aware that, to a considerable extent, the affairs of the Corporation will be governed by the *Condominium Act, 1998*.

(i) Assignment of Assumed Agreements (By-Law No. 3)

It shall be a duty and obligation of the Corporation to enter into an assignment agreement to assume the obligations of any development, site plan or other like or similar agreement entered into by the Declarant with the governmental authorities and/or by a predecessor in title to the Declarant that pertains to the development of this Condominium (collectively, the "**Assumed Agreements**"). Upon this Condominium taking an assignment of the Assumed Agreements, the Declarant shall be released of all obligations and liabilities under the Assumed Agreements and the Condominium shall indemnify and hold harmless the Declarant for any liability it may suffer or incur as a result of any act or omission of this Condominium to comply with the obligations and covenants of the Assumed Agreements.

A copy of the assignment agreement accompanies this Disclosure Statement and is appended to By-Law No. 3.

(ii) Limitation Agreement (By-Law No. 4)

As hereinbefore indicated, the Condominium will be obliged to enter into the Limitation Agreement, which shall provide that: (i) the Condominium shall have no rights against the Declarant beyond those that are specifically granted to the Condominium under the Ontario New Home Warranties Plan Act and by the Tarion Warranty Corporation; (ii) the Condominium's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Condominium that fall within the jurisdiction of the Tarion Warranty Corporation shall be through the process established for and administered by the Tarion Warranty Corporation; (iii) if required by the Declarant, in its discretion, the Condominium, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as a sole and final arbiter of all such matters; (iv) the Condominium shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Condominium in contravention of the Limitation Agreement or any other agreement to which the Condominium is bound to comply; and (v) the Limitation Agreement shall not be terminated or terminable by the Condominium following the turnover meeting

A copy of the draft Limitation Agreement accompanies this Disclosure Statement and is appended to By-Law No. 4.

(iii) Non-Objection Agreement (By-Law No. 5)

As hereinbefore indicated, the Condominium will be obliged to enter into the Non-Objection Agreement pursuant to which the Condominium agrees and undertakes as follows:

- (a) That it will not directly or indirectly object to or oppose any application by the Declarant or its affiliated, related or associated corporation(s) or their successors and assigns for severance, minor variance, site plan approval, subdivision approval, development, zoning, rezoning, amendment to the Official Plan or secondary plan or any similar applications (including, without limitation, any applications for a change of use of any parking units owned by the Declarant) with respect to the property and any neighbouring or adjoining lands owned by the Declarant or any affiliated, associated or related entity and the Condominium further agrees that this paragraph may be pleaded as a complete bar to any objection thereto;
- (b) The Condominium irrevocably appoints the Declarant as attorney pursuant to the *Substitute Decisions Act, 1992, S.O. 1992* (and any successor or replacement Act) to withdraw any objection made in breach of this provision. This power of attorney being coupled with an interest shall be irrevocable.
- (c) The Condominium acknowledges that damages alone may not suffice to compensate the Declarant, or any affiliated, associated or related entity, from a breach of these provisions and the Declarant shall be entitled to equitable relief from the Court to cause the Condominium to abide with the terms hereof.

A copy of the draft Non-Objection Agreement accompanies this Disclosure Statement and is appended to By-Law No. 5.

(iv) Other Agreements

The Declarant, on behalf of this Corporation, may enter into the following service and consulting agreements for the benefit of this Condominium:

(a) Reserve Fund Study

The Board elected or appointed at a time when the Declarant owns a majority of the units (i.e. the Declarant Board) shall contract with a qualified consultant for the preparation of a reserve fund study to be performed immediately following registration of the declaration and description of this Condominium to ensure that the Corporation maintains adequate reserve funds for the major repair and replacement of the common elements and assets of the Corporation.

The proposed first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study for and on behalf of the Condominium. This estimate has been based on a price figure determined or negotiated by the Declarant for a duly qualified and independent third party consultant to undertake the reserve fund study on behalf of the Condominium immediately after the Condominium has been created and it is intended that the reserve fund study will be provided at the turnover meeting. In the event that the non-declarant board of directors terminates the contract entered into and choose to retain an alternate consultant to undertake the reserve fund study, or to prepare a second reserve fund study, then, with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to Section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price insofar as the cost of the reserve fund study is concerned and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium.

(b) Performance Audit

The Corporation will enter into an agreement with an engineering consultant to prepare the performance audit required to be performed under Section 44 of the Act within the four-month period commencing on the sixth month anniversary following registration of the declaration and description of this Condominium. The performance audit shall be conducted by a professional consulting engineer who shall make an examination of this Condominium and assess the "as constructed" condition of the various systems and components of this Condominium in accordance with Section 44 of the Act in order to provide the Corporation with the report which assists the Corporation in assessing repair and maintenance requirements and in preserving any rights which the Corporation may have under the *Ontario New Home Warranties Plan Act*.

The proposed first year budget statement makes specific reference to the estimated cost of retaining the qualified engineering consultant to conduct the performance audit for and on behalf of the Condominium. This estimate has been based on the price figure determined or negotiated by the Declarant for a duly qualified and independent engineering consultant to undertake the performance audit on behalf of the Condominium. In the event that the non-declarant board of directors terminates the contract entered into and chooses to retain an alternate consultant to undertake the performance audit, or to prepare a second performance audit, then, with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to Section 75 of the Act, it is the Declarant's stated position that it shall only be

responsible for the amount of the negotiated price insofar as the cost of the performance audit is concerned and that any expenditure in excess of the said amount shall be the sole responsibility of the Condominium.

(c) Financial Audit

The Condominium is obliged to retain the services of a qualified and independent chartered accountant or auditor in order to have the audited financial statements prepared as at the last day of the month in which the turnover meeting is scheduled to be held.

The proposed first year budget statement makes specific reference to the estimated cost of retaining a qualified accountant or auditor to prepare and conduct all requisite financial statements and audits required or prescribed by the Act during the first year of the Condominium's operation. This estimate has been based on a price figure negotiated by the Declarant with a qualified third party accountant or auditor to undertake the financial statements and audits on behalf of the Condominium after the Condominium has been created on behalf of the Condominium immediately after the Condominium has been created and it is intended that the financial statements and audits will be provided at the turnover meeting. In the event that the non-declarant board of directors terminates the contract entered into and choose to retain an alternate accountant or auditor to prepare and conduct all requisite financial statements, then, with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to Section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price insofar as the cost of preparation of the financial statements is concerned and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium.

(d) Other Service Agreements

The Declarant will enter into such other contracts as may be necessary or required for the provision of services to the Condominium including, without limitation, hydro, water, gas, landscaping, snow removal, provision of supplies, insurance, accounting services and other such matters as may be required for the orderly operation of the Corporation.

The Declarant shall provide to this Condominium the foregoing and any other service contracts which the Declarant board enters into on behalf of this Corporation at the turnover meeting called pursuant to section 43 of the Act.

SECTION 4 – Budget Statement

A Budget Statement, in accordance with the provisions of the Act, for the one (1) year period immediately following registration of the declaration and description of this Condominium is annexed hereto.

This Budget Statement incorporates an assumed inflation factor as set forth in the Budget Statement accompanying this Disclosure Statement. Purchasers should refer to the Budget Statement for the details on the assumed inflation rate and relevant date for implementation of the inflation factor.

SECTION 5 – Sections 73 and 74 of the *Condominium Act, 1998*

In accordance with the provisions of the Act, the provisions of Sections 73 and 74 are reproduced and set out below.

73 (1) A Purchaser who receives a Disclosure Statement under subsection 72(1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form.

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

- a) The date that the purchaser receives the Disclosure Statement;
- b) The date that the purchaser receives a copy of the applicable condominium guide under section 71.1; and
- c) The date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.

(3) If a Declarant or the Declarant's solicitor receives a notice of rescission from a Purchaser under this section, the Declarant shall promptly refund, without penalty or charge, to the Purchaser, all money received (and deposited) from the Purchaser under the agreement and

credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the Declarant received (and deposited) the money until the date the Declarant refunds it.

74 (1) Whenever there is a material change in the information contained or required to be contained in a Disclosure Statement delivered to a Purchaser under subsection 72(1) or a revised Disclosure Statement or a notice delivered to a Purchaser under this section, the Declarant shall deliver a revised Disclosure Statement or a notice to the Purchaser.

(2) In this section,

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

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

(3) The revised Disclosure Statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the Declarant may be material changes and summarize the particulars of them.

(4) The Declarant shall deliver the revised Disclosure Statement or notice to the Purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than ten (10) days before delivering to the Purchaser a deed to the unit being purchased that is in registerable form.

(5) Within ten (10) days after receiving a revised Disclosure Statement or a notice under subsection (1), a Purchaser may make an application to the Ontario Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change.

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

- a) The date on which the Purchaser receives the revised Disclosure Statement or the notice, if the Declarant delivered a revised Disclosure Statement or notice to the Purchaser;
- b) The date on which the Purchaser becomes aware of a material change, if the Declarant has not delivered a revised Disclosure Statement or notice to the Purchaser as required by subsection (1) with respect to the change; and
- c) The date on which the Ontario Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the Purchaser or the Declarant, as the case may be, has made an application for the determination.

(7) To rescind an agreement of purchase and sale under this section, a Purchaser or the Purchaser's solicitor shall give a written notice of rescission to the Declarant or to the Declarant's solicitor.

(8) Within ten (10) days after receiving a notice of rescission, the Declarant may make an application to the Ontario Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change if the Purchaser has not already made an application for the determination under subsection (5).

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

(10) The Declarant shall make the refund,

- a) Within ten (10) days after receiving a notice of rescission, if neither the Purchaser nor the Declarant has made an application for a determination described in subsection (5) or (8) respectively; or
- b) Within ten (10) days after the court makes a determination that the change is material, if the Purchaser has made an application under subsection (5) or the Declarant has made an application under subsection (8).

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NOTES TO THE BUDGET –

I. INDIVIDUAL UNIT ASSESSMENT:

The monthly common element charge for each unit is determined by dividing the total budgeted common element fees attributed to the property by twelve (12) to determine the monthly assessment. This amount is multiplied by the unit's percentage contribution to common expenses, as show in Schedule "D" of the proposed declaration, to find the monthly individual common element charges.

1. Total Monthly Common Element Assessment:

\$166,728 [less declarant subsidy of \$9,500.00 (see notes)] = \$133,761 divided by 12 = \$157,728

2. Monthly Individual Common Element Assessment:

Individual unit monthly common element assessments are determined by multiplying the total monthly common element assessment by the percentage contribution to common expenses of each unit. Please see the Schedule at the back of this Budget Statement for the individual unit monthly common element assessment.

II. OPERATING EXPENSES:

1. REPAIRS & MAINTENANCE

- a. Repairs/Maintenance & Supplies \$3,000

This is the estimated cost for minor repairs to common element areas only. This account is also used for the normal day-to-day maintenance to the common element areas.

2. ADMINISTRATION

- a. Insurance \$10,900

This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment, and directors and officers liability coverage, as applicable, for the common element condominium. Please note that this insurance coverage does NOT cover any unit. Each unit owner must obtain their own insurance coverage for their own unit.

- b. Legal \$500

Provision has been made for the appointment of independent legal counsel for the Corporation at the discretion of the Board of Directors and to a maximum amount of \$500.

- c. Turnover Audit \$2,000

Section 43(7) of the Condominium Act 1998 required an audit sixty (60) days after the turnover meeting.

- d. Declarant Subsidy (\$2,000)

The cost of the Turnover Audit will be reimbursed by the Declarant. The Declarant will pay the specific amount up to a maximum of \$1,750 inclusive of H.S.T. as stated in the Budget Notes upon presentation of a valid invoice approved by the Condominium Corporation.

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| e. | Year End Audit | \$2,500 |
| | Section 67 requires an audit for each fiscal year. | |
| f. | Bank | \$441 |
| | Fees associated to hold the operating and reserve bank accounts | |
| g. | Office Expenses | \$1,000 |
| | This budgeted amount provides for any office expenses directly related to the operation of the corporation including various office supplies, photocopying, mailings, the annual general meeting, C.C.I. membership, status certificates that may be required by the Declarant, bank charges and other such expenses. | |
| h. | Condominium Authority Fee | \$7,44 |
| | The cost associated with the provincial regulatory fees outlined in the Proposed amendments the Condominium Act. 1998. | |

3. UTILITIES

- | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| a. | Electricity | \$1,500 |
| | The budget is based on comparable property requirements. The budget includes electricity for the common areas only such as for street lights. Each unit will be separately metered or check metered and the cost of electricity to each unit will be the responsibility of the respective Unit owner and will not form part of the common expenses. Should the rates of hydro at time of registration be greater than 12.0 cents per kilowatt hour or the administrative/distribution charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration. | |

4. CONTRACTS

- | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| a. | Management Fees | \$17,655 |
| | This covers the cost of the services of a property management company to administer the affairs of the condominium corporation. The contract for the first year is set at \$24.86 per unit per month (inclusive of all start up fees and the H.S.T.) for a part time property manager. | |
| b. | Landscaping and Snow Removal | \$85,000 |
| | Provision for landscape service in the summer months and snow removal in the winter. | |

5. PERFORMANCE AUDIT \$4,000

- a) The cost of the engineering study, to be conducted by the Declarant Board of Directors, to examine the common element areas during the first year. This is a one-time expense.

The Declarant shall arrange for an Agreement on behalf of the Corporation with an independent engineering consultant to prepare

a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas which will assist the corporation in assessing repair and maintenance requirements. The Declarant has negotiated a price for the Performance Audit (the “Contracted Price”) which has been included in the Budget as a first year expense of the corporation.

The Corporation is not restricted to consulting engineers for the Performance Audit being prepared as set out herein. However, in the event that the corporation retains an alternate and/or additional consulting engineer to undertake the Performance Audit, at a higher cost than the Contracted Price negotiated by the Declarant then, the Declarant shall only be responsible for the amount of the Contracted Price, pursuant to Section 75 of the Condominium Act, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.

b) Less Declarant Subsidy (\$4,000)

The initial cost of the Performance Audit at the Contracted Price will be paid by the Declarant. The Declarant will pay the specific amount up to a maximum of \$4,000 inclusive of H.S.T. as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.

6. CONTINGENCY FUND \$900

The estimated cost of unforeseen expenditures or small improvements not listed in the above categories.

III. CONTRIBUTION TO RESERVE FUND

a. Reserve Fund Provision for Reserve Fund Study \$3,000

The Condominium Act 1998 of Ontario (Section 94 (4)) requires every condominium corporation to establish a reserve fund based on a study to be conducted in the first year after registration. Section 94(7) allows for the reserve fund study to be expensed from the reserve fund study.

b. Less Declarant Subsidy (\$3,000)

The initial cost of the Reserve Fund Study at the Contracted Price will be paid by the Declarant. The Declarant will pay the specific amount up to a maximum of \$2,280 inclusive of H.S.T. as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.

c. Reserve Fund Contribution \$33,588

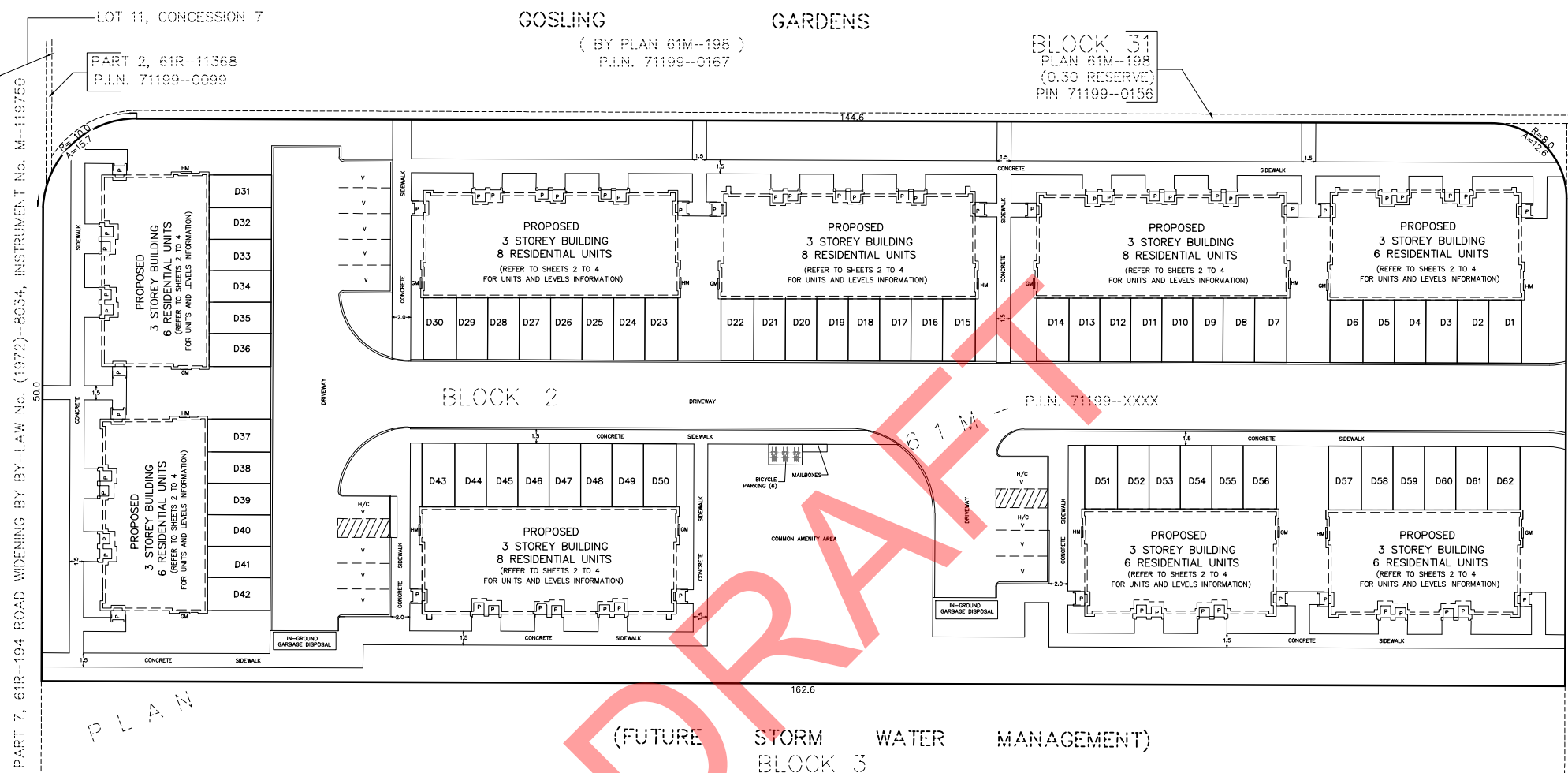
The Condominium Act 1998 of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation and requires a minimum 10% contribution of the

operating expense. The provision exceeds the minimum requirement. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration.

IV. GENERAL NOTES TO THE BUDGET

- a. The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is \$166,728 as shown on the Budget Statement.
- b. The approximate cost of each expense item is show on the Budget Statement. The cost of the Reserve Fund Study is \$3,000; the cost of the Performance Audit is \$4,000 before the declarant subsidy, inclusive of H.S.T.; the costs of the turn over audit is \$2,000; less the declarant subsidy of \$2,000.
- c. The cost, type, level and frequency of services is detailed in the notes above.
- d. The monthly common element fee for each unit is shown on the attached schedule to the Budget Statement.
- e. As stated in the notes above, 21.3% of the operating expenses will be paid into the reserve fund account.
- f. At the time of preparation of the Budget Statement, July 2025, there are no pending lawsuits material to the property of which the declarant has actual knowledge and that may affect the property after the registration of a deed to the unit from the declarant to the purchaser; nor is the Declarant Corporation a party to any lawsuit material to the within property.
- g. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turnover meeting.
- h. As a date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year of registration, there should be \$14 in the reserve fund account.
- i. As at the date of the foregoing Budget, July 2025 the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.
- j. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.

- k. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property.
- l. Inflation rate of 7.5% is to be applied per annum (unless otherwise stated) each year after, December 2027. Provided however, that due to the significant fluctuation in hydro utility rates recently, in respect to which the Declarant has no control, in the event that the relevant utility company/provider obtains relevant government approval for, or in any other way effects a significant annual increase in the utility rates above the assumed inflation rate of 3%, the Declarant reserves the right to revise the first year budget statement to reflect such significant increase in the cost of supplying these utilities from the relevant utility company/provider, and to provide each Unit purchaser with a revised copy of the condominium Corporation's first year budget statement. In such event, purchasers, acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change to the Disclosure Statement.
- m. In the event of any legislative changes to the Condominium Act 1998 that impact this budget, purchasers acknowledge same will be reflected in this budget accordingly.
- n. Please be advised of Section 1.5 (b) of the Corporations Declaration with regards to common expenses.



DRAFT PLAN OF STANDARD CONDOMINIUM OF
BLOCK 2
PLAN 61M-XXXX
CITY OF GUELPH
COUNTY OF WELLINGTON

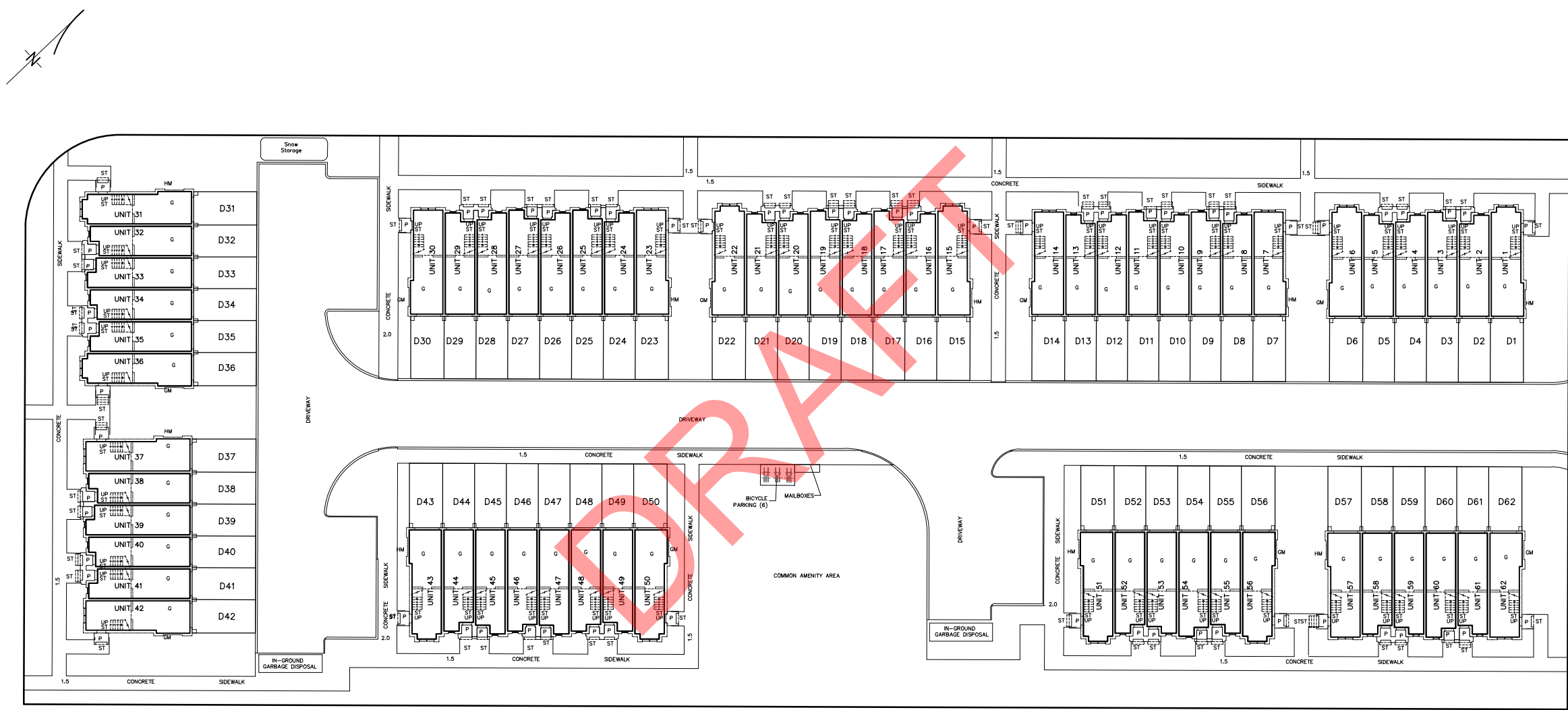
SITE PLAN

EXTENT OF RESIDENTIAL UNITS 1 TO 62, INCLUSIVE, LEVEL 1 (GROUND FLOOR) – REFER TO SHEET 2
EXCLUSIVE USE DRIVEWAYS D1 TO D62, INCLUSIVE, LEVEL 1 (GROUND FLOOR) – REFER TO SHEET 2
EXTENT OF RESIDENTIAL UNITS 1 TO 62, INCLUSIVE, LEVEL 1 (SECOND FLOOR) – REFER TO SHEET 3
EXTENT OF RESIDENTIAL UNITS 1 TO 62, INCLUSIVE, LEVEL 1 (THIRD FLOOR) – REFER TO SHEET 4

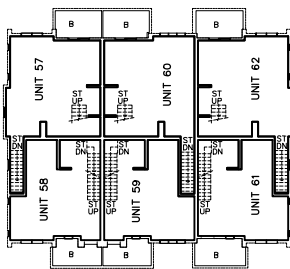
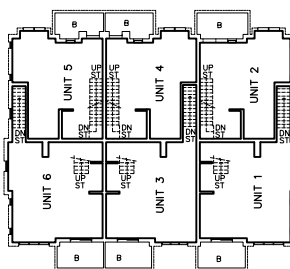
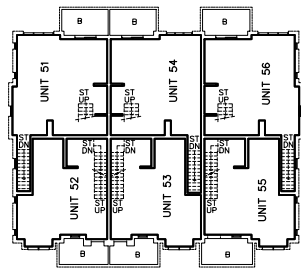
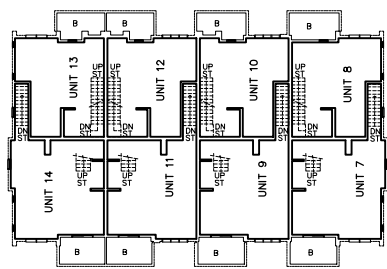
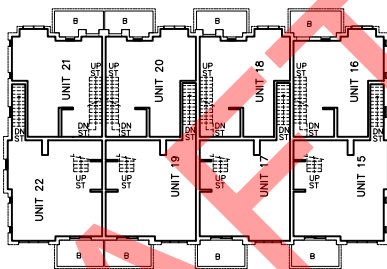
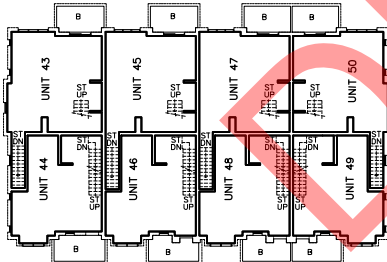
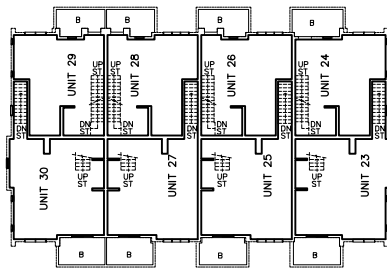
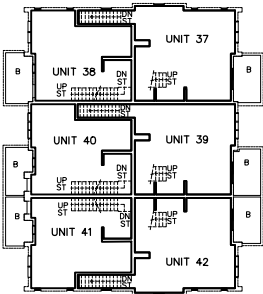
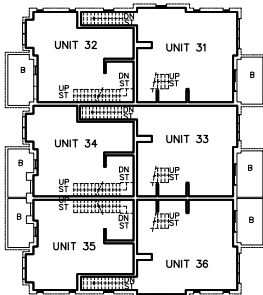
NOTES

- P.I.N. DENOTES PROPERTY IDENTIFIER NUMBER
- H/C DENOTES HANDICAP SPACE
- B DENOTES BALCONY
- G DENOTES GARAGE
- UP DENOTES UPSTAIRS
- DN DENOTES DOWNSTAIRS
- GM DENOTES GAS METER
- HM DENOTES HYDRO METER
- ST DENOTES STAIRS
- P DENOTES PORCH
- V DENOTES VISITOR PARKING
- D DENOTES EXCLUSIVE USE DRIVEWAY

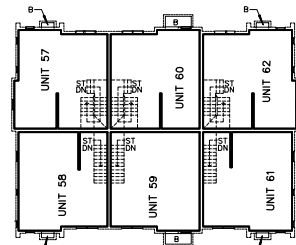
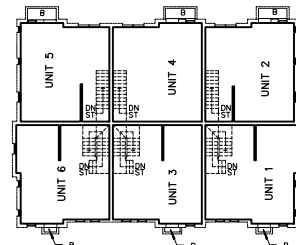
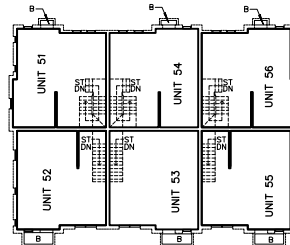
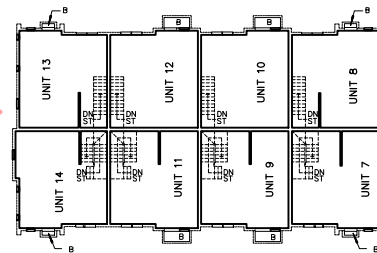
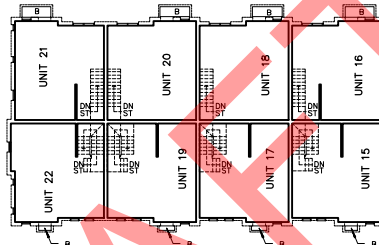
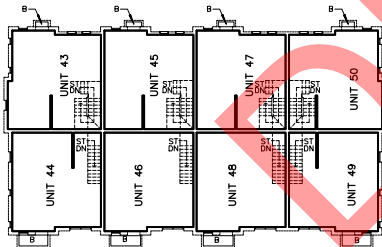
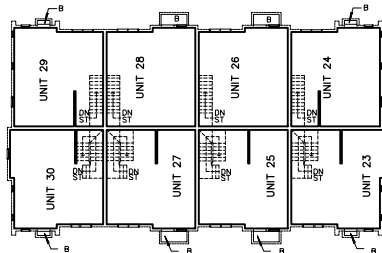
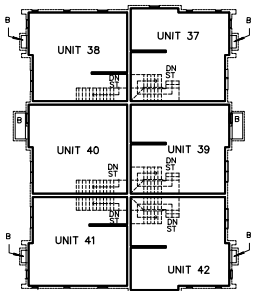
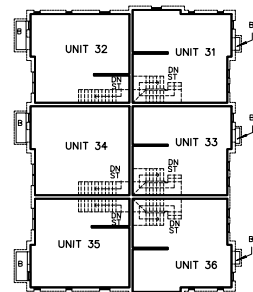
rpe R-PE SURVEYING LTD.
ONTARIO LAND SURVEYORS
643 Chrislea Road, Suite 7
Woodbridge, Ontario L4L 8A3
Tel.(416)635-5000 Fax (416)635-5001
Tel.(905)264-0881 Fax (905)264-2099
Website: www.r-pe.ca
DRAWN: D.K. CHECKED: I.A.A./Y.W.
JOB No. 25-149
CAD FILE No.25-149-SHEET-1(SP)



EXTENT OF RESIDENTIAL UNITS 1 TO 62, INCLUSIVE,
EXCLUSIVE USE DRIVEWAY D1 TO D62, INCLUSIVE,
LEVEL 1 (GROUND FLOOR)



EXTENT OF RESIDENTIAL UNITS 1 TO 62, INCLUSIVE
LEVEL 1 (SECOND FLOOR)



EXTENT OF RESIDENTIAL UNITS 1 TO 62, INCLUSIVE,
LEVEL 1 (THIRD FLOOR)

DECLARATION
MADE PURSUANT TO THE CONDOMINIUM ACT
FOR
CLAIRMONT CONDOMINIUMS

This declaration is made and executed pursuant to the provisions of the *Condominium Act*, S.O., 1998, c. 19, as amended from time to time, and the regulations made thereunder and any successor statute (all of which are hereinafter collectively referred to as the "**Act**"), by:

MATTAMY (TRU-VILLA) LTD. a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "**Declarant**")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Guelph and being more particularly described in Schedule "A" annexed hereto, and in the description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed sixty-two (62) Residential Units (hereinafter defined) situate within a series of nine (9) townhome blocks;

AND WHEREAS the Declarant intends that the land and interests appurtenant to the land, as the land and the interests are described in the description, shall be governed by the Act;

AND WHEREAS the registration of the declaration and description will create a freehold condominium corporation, being a standard condominium corporation contemplated in Section 6 of the Act and Section 5(i)(c) of Ontario Regulation 48/01 under the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART 1 INTRODUCTION

Section 1.1 Definitions

In addition to those terms or phrases specifically defined elsewhere in this declaration, the terms or phrases used in this declaration shall have the meanings ascribed to them in the Act, unless the declaration specifies otherwise, or unless the context otherwise requires, and in particular, the terms or phrases set out below shall have the meanings respectively ascribed, as follows:

- (a) "**Adjoining Components**" means the additional residential development(s) to be constructed by the Declarant (its affiliates, successors or assigns) neighbouring this Condominium.
- (b) "**board**" and/or "**board of directors**" means the board of directors for the Condominium (hereinafter defined).
- (c) "**Construction Licence Agreement**" means the agreement to be entered into (or assumed) (as the case may be) between the Condominium and the Declarant (its successors and/or assigns) to assist in the construction of the Adjoining Components. It shall also include in this definition any agreement or agreements amending or replacing the original Construction Licence Agreement, including, without limiting the generality of anything contained hereinbefore or hereinafter, any amendment or replacement construction licence agreement, whether such agreement or agreements provide for all or any of the foregoing matters or other matters not contained within the original agreement and in the case of any amendment which amends the original agreement, in part, without replacing the said agreement, this term shall, collectively, include the original Construction Licence Agreement and the amendment(s) thereto.
- (d) "**Development**" means the proposed development of the lands and premises, including this Condominium.
- (e) "**Development Agreements**" means any development, site plan, condominium and like or similar agreements, encroachment or a similar agreement entered into by the Declarant (and any of its predecessors in title) with the City of Guelph or with any other relevant Governmental Authority (hereinafter defined) dealing with any aspect of the lands and/or the Development.

- (f) **"Governmental Authorities"** and/or **"Governmental Authority"** means the City of Guelph, and all other governmental authorities or agencies having jurisdiction over the Development.
- (g) **"Liabilities"** has the meaning ascribed thereto in Section 8.4.
- (h) **"Limitation Agreement"** means the agreement between the Declarant and the Condominium which provides that: (i) the Condominium shall have no rights against the Declarant beyond those that are specifically granted to the Condominium under the Ontario New Home Warranties Plan Act and by the Tarion Warranty Corporation; (ii) the Condominium's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Condominium that fall within the jurisdiction of the Tarion Warranty Corporation shall be through the process established for and administered by the Tarion Warranty Corporation; (iii) if required by the Declarant, in its discretion, the Condominium, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as a sole and final arbiter of all such matters; (iv) the Condominium shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Condominium in contravention of the Limitation Agreement; and (v) the Limitation Agreement shall not be terminated or terminable by the Condominium following the turnover meeting.
- (i) **"Non-Objection Agreement"** means the agreement entered into (or assumed, as the case may be) between the Condominium and the Declarant, enuring to the benefit of its affiliates, successors and assigns, whereby the Condominium covenants that it shall not directly or indirectly object to or oppose any application by the Declarant (or its affiliated, related or associated corporations or their successors and assigns) for severance, minor variance, site plan approval, subdivision approval, development, zoning, re-zoning, amendment to the Official Plan or secondary plan or any similar applications with respect to the Adjoining Components. It shall also include in this definition any agreement or agreements amending or replacing the original Non-Objection Agreement, including, without limiting the generality of anything contained hereinbefore or hereinafter, any amendment or replacement non-objection agreement, whether such agreement or agreements provide for all or any of the foregoing matters or other matters not contained within the original agreement and in the case of any amendment which amends the original agreement, in part, without replacing the said agreement, this term shall, collectively, include the original Non-Objection Agreement and the amendment(s) thereto
- (j) **"Performance Audit"** has the meaning ascribed thereto in Section 9.1(e).
- (k) **"Performance Auditor"** has the meaning ascribed thereto in Section 9.1(e)(i).
- (l) **"Condominium"** and/or **"Corporation"** means the Condominium corporation created by the registration of this declaration and description pursuant to the Act.
- (m) **"Residential Units"** means the sixty-two (62) rear lane village home dwelling units.
- (n) **"System"** has the meaning ascribed thereto in Section 6.1(a)(ii).
- (o) **"Utility"** shall have the meaning ascribed thereto in Section 7.1(a).
- (p) **"Utility Provider"** shall have the meaning ascribed thereto in Section 7.1(a).

Section 1.2 Statement of Intention and Type of Corporation

The Declarant intends that the lands described in Schedule "A", and in the description, together with all interests appurtenant thereto, be governed by the Act and any amendments thereto. As stated on the face page of the declaration, the registration of the declaration and description will create a freehold condominium corporation, and being a standard condominium corporation as contemplated in Section 6 of the Act.

Section 1.3 Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands or interests appurtenant to the lands described in Schedule "A" is contained in Schedule "B" attached hereto.

Section 1.4 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule 'C' attached hereto.

Each Residential Unit ***shall include*** the garage door and door frame, and all glass panels located therein as well as all garage door's mechanical and electrical operating equipment, all pipes, wires, cables, conduits, ducts, sump pumps, mechanical and electrical apparatus and branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only regardless of whether or not same are located outside the unit boundaries described in Schedule 'C'. Each Residential Unit ***shall also include*** the air source heat pump equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular unit, (if applicable), regardless of whether or not same are located outside the unit boundaries described in Schedule 'C'.

Each Residential Unit ***shall exclude*** all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus as well as any fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all exterior doors, windows, door and window frames, all concrete, concrete blocks or masonry partitions or load bearing walls or columns that lie within the boundaries of any particular unit as hereinbefore set out that supply service or support to another unit(s) or the common element.

Section 1.5 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 as set forth opposite each unit number in Schedule "D" and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D". The total of the proportions of the common interests and common expenses shall each be one hundred (100%) percent.

Section 1.6 Exclusive Use Common Elements

Subject to the provisions of the Act, the declaration, the by-laws and the rules, the owner of each unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such owner so entitled to same may be regulated by any by-laws or rules of the Condominium.

Section 1.7 Mailing Address and Address for Service

The Corporation's mailing address and address for service shall be:

c/o Maple Ridge Community Management
5753 Coopers Avenue, Mississauga, Ontario
L4Z 1R9

or such other address as the Corporation may determine by resolution of the board. The Corporation's municipal address shall be:

132 Clair Road West
Guelph, Ontario
N1L 1G1

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

Section 1.8 Approval Authority Requirements

The following are the approval authority requirements to be included within this Declaration:

[NOTE: The approval authority requirements have not yet been issued. Any approval authority requirements will be inserted here prior to registration of the Declaration.]

Section 1.9 Architect/Engineer's Certificates

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

PART 2 SPECIFICATION OF COMMON EXPENSES

Section 2.1 Meaning of Common Expenses

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation, and such other expenses as are listed in Schedule "E" attached hereto, for greater certainty include those expenses set out in Schedule "E".

Section 2.2 Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation in place. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provisions of this Declaration and/or the rules and regulations of the Corporation in force from time to time, by any unit owner, or by members of his or her family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses subject to and in accordance with the Act, including, without limiting the generality of the foregoing, any costs incurred or expended by the Condominium in maintaining the exclusive use common element areas appurtenant to any Residential Unit where the owner/occupant of such unit neglects to carry out its obligations in connection with the exclusive use common element areas elsewhere set out in this Declaration.

Section 2.3 Reserve Fund

The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act.

No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation and in accordance with the Act.

Section 2.4 Status Certificates

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any unit(s), all at no charge or fee to the Declarant. The Corporation shall, upon request, provide the Declarant with a certificate of status pursuant to the Construction Licence Agreement at no charge or fee to the Declarant (or to any original unit purchaser or mortgage of any unit in the Condominium).

PART 3 OCCUPATION AND USE OF COMMON ELEMENTS

Section 3.1 General Use

- (a) Save as otherwise provided in this declaration, the by-laws and rules of the Corporation, each owner may make reasonable use of, and has the right to occupy and enjoy the whole or any part of the common elements, including those exclusive use common element areas designated to his or her Residential Unit in Schedule "F", subject to any applicable conditions or restrictions set out in the Act, the declaration, the Corporation's by-laws and the rules. However, no condition shall be permitted to exist, and no activity shall be carried on or in any unit or on the common elements that is likely to damage the common elements, a unit, or any other property, or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements, other utilities, or the other units, or that results in the cancellation or threatened cancellation of any utility, or any policy of insurance referred to in the declaration or otherwise in existence with respect to the property.
- (b) The owners of certain Residential Units shall have the exclusive use of those portions of the exclusive use common elements as set out in Schedule "F" subject to compliance with the Act, this declaration, the by-laws and the rules, and subject further to the Corporation's right of access to the exclusive use common elements at all reasonable times to perform repairs, additions, alterations or improvements, including, but not limited to the right of entry in favour of the Condominium, its employees, agents and trades to attend to maintenance and repair of the Corporation.
- (c) No owner, other than the Declarant, shall make any change or alteration to an installation upon the common elements, including the exclusive use common elements appurtenant to a Residential Unit, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements (or exclusive common element areas as hereinbefore provided) 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 Corporation in accordance with the Act and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

- (d) The Declarant, and its officers, employees, agents and invitees shall have free and unlimited access to and egress from all parts of the common elements of this Corporation until completion of the sales of and the transfer of title to all units in this Corporation and for the purpose of gaining access to its own units including access to the common elements of this Corporation, for any lawful purpose including, but not limited to, responding to any claims submitted by this Corporation to the Declarant and to the Ontario New Home Warranty Program in respect of outstanding construction matters (including effecting repairs to the common elements) and to showing same to persons interested in the Development.
- (e) Notwithstanding anything provided to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary, the Declarant shall be entitled to erect and maintain signs for marketing/sales/rental purposes upon any portion of the common elements, and within or outside any unsold units pursuant to the Declarant's and ongoing marketing/sales/rental program in connection with this Corporation at such location(s) and having such dimensions as the Declarant may determine in its sole discretion, until such time as all units in this Corporation have been sold and title transferred by the Declarant.
- (f) Specifically, the Declarant shall also be entitled to use and occupy any portion of this Corporation for the Declarant's marketing/sales/rental program, and to erect and maintain a sales/construction office thereon at such location as the Declarant may select, in its sole discretion, until such time as the Declarant has sold and transferred title to all of the Residential Units in this Corporation. The cost of erecting, maintaining and ultimately dismantling the said sales/construction office and/or management office shall be borne by the Declarant, but the Declarant shall not be charged for the use of the space so occupied in the Corporation, nor for any utility services supplied thereto, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services to the said sales/construction/management office.
- (g) Each exclusive use common element parking spot shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules in force from time to time and without restricting any wider definition of motor vehicle which may be imposed by the board, "**motor vehicle**" shall be deemed to include a private passenger automobile, station wagon, minivan, or pickup truck, scooter and a motorcycle, as commonly understood. The owner of a Residential Unit benefiting from exclusive use common element outdoor parking may park a motor vehicle(s), within the boundaries of such parking unit, as applicable, provided however, that in no instance shall any portion of any motor vehicle so parked within such outdoor parking area, protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements.

Section 3.2 Pets

No owner or occupant of a Residential Unit shall maintain, keep or shelter any animal livestock, reptile or fowl other than a household pet. For the purposes of this restriction the term "**household pet**" shall mean a cage bird, aquarium fish, domestic cats and/or a maximum of two (2) domestic dogs, unless such animal or pet, in the opinion of the board, acting reasonably, constitutes an unreasonable interference of the use and enjoyment by other owners of other Residential Units in this Condominium, and as may be provided for in the declaration or in the rules, from time to time. A 'pitbull' or a comparable dog that in the opinion of the board, acting reasonably, is or may be prone to attack other domestic dogs or persons, shall be excluded from the definition of the term "household pet", and shall not be permitted to be kept within or upon the property. These general restrictions do not include a guide dog within the meaning of *Blind Person's Blind Rights Act* of Ontario.

Section 3.3 Restricted Access

Save as otherwise specifically provided in this Declaration to the contrary, without the prior written consent of the board, no owner or resident shall have any right of access to the Declarant's marketing / sales / construction / customer service office, or any other parts of the property used, from time to time, for the care, maintenance or operation of the property. Provided however, that this section shall not apply to any first mortgagee holding first mortgages on at least thirty (30%) percent of the units, if exercising a right of access for purposes of inspection upon giving 48 hours' notice to the Corporation's property manager.

Section 3.4 Maintenance of Building Plans and Specifications

A copy of the complete set of record, "**as-built**" architectural, mechanical, electrical, telecommunications and structural plans and specifications for this Corporation, including copies of all plans and specifications for any additions, alterations or improvements made from time to time to the common elements or to any unit which required the prior written consent of the board, shall be maintained in the office of the property manager retained by the Corporation at all times, or at such other place as the board shall from time to time

determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the units and common elements and for the use of any owner or mortgagee.

PART 4 OCCUPATION AND USE OF UNITS

Section 4.1 – 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 only for residential purposes and for no other purpose, in accordance with the provisions of the applicable zoning by-law of the City of Guelph pertaining to this Corporation, as amended from time to time; provided, however, that the foregoing shall not prevent the Declarant from completing this Condominium, and all improvements to the property, in maintaining one or more Residential Units as models for display and sales/rental purposes and otherwise maintaining construction offices, displays and signs therein and anywhere on the property until all units in this Condominium have been sold and title transferred by the Declarant.
- (b) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance obtained or maintained by the Corporation or otherwise referred to in this declaration. In the event that the use made by any owner of his or her unit (or tenant), other than the Declarant, results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then the owner of the unit shall be personally liable to pay and/or fully reimburse the Corporation 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.
- (c) No owner, other than the Declarant, shall be permitted to make any structural change or alteration in or to his or her Residential Unit, and without limiting the generality of the foregoing, to any boundary wall, load bearing partition wall, floor, heating, air conditioning, plumbing or electrical installations or facilities or make any change to an installation upon the common elements including, but not limited to, the installation of fencing, privacy screen or enclosures or make any change or installation in or to any door, window, toilet, bathtub, wash basin or sink forming part of a unit, or maintain, decorate, alter or repair any part of the common elements, without the prior written consent of the board of directors and in accordance with the Corporation's direction. This provision is not intended to restrict an owner from carrying out a change which is solely decorative in nature, including any change to the configuration of the partition walls within the Residential Unit, provided such walls or partitions are non-load bearing and contain no service conduits that service any other unit or the common elements, and the owner's trades entering the Development and performing work in the Residential Unit comply with the rules.

In order to maintain the uniform appearance of the Condominium and to ensure compliance with all applicable municipal, building and zoning restrictions and Development Agreements, the board shall have the right to prescribe the height, type, size, design, material and colour of all fencing, windows, window treatments, coverings, eavestroughs, downspouts and shingles, privacy screens, enclosure decks, planter boxes and/or other landscaping treatments or features proposed to be constructed by any owner (other than the Declarant) appurtenant to or contained within the unit monummentation of his or her Residential Unit (or with respect to any exclusive use common element areas appurtenant thereto) as well as the standards and criteria for maintenance, repair, replacement and reconstruction of all items and matters which are the responsibility of the unit owners. In no event, however, shall any of the above be permitted if any of same would be in contravention of any Development Agreement as they apply to this Condominium.

When requesting such consent, the owner shall provide to the board a copy of the plans relating to the proposed structural, maintenance, repair, change, renovations, alterations, or addition and such other information as may be required by the board. The board or its authorized agents shall review such plans and information for the purposes of confirming that the proposed structural change, renovation, alteration or addition will not:

- (i) adversely affect the structural integrity of the other Residential Units;
- (ii) detract from or unreasonably interfere with the use or enjoyment of any other unit(s) by the respective owner(s) or occupant(s) of same;
- (iii) negatively impact the aesthetic appearance of the Condominium or any portion thereof;

- (iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - (v) obstruct access to any utility easement or public services;
 - (vi) encroach upon the common elements or any other unit;
 - (vii) alter the grading of the property or any portion thereof comprising the project nor obstruct any drainage patterns including, without limitation, installing any landscaping or other improvements on or to the Residential Units which may have the effect of same; and
 - (viii) violate any provisions of any by-laws or ordinances of any Governmental Authorities or any provisions of any agreements or restrictions binding on the Corporation, including any Development Agreements.
- (d) Section 3.2, which sets forth restrictions upon the keeping of pets within the Condominium shall apply, mutatis mutandis, herein to the occupation and use of the Residential Units.
- (e) Except as otherwise expressly stated herein, no awnings or shades shall be erected over and outside of the windows of any unit or any exclusive use common element area without the prior written consent of the board, and no decorating or painting shall be done or effected, or caused to be done, on any outside area, exterior surface or exterior door without the prior written consent of the board. All window coverings and outside linings thereof in exterior windows within each Residential Unit shall be of a neutral off-white or white shade, and no foil shall be placed on the windows without the prior written consent of the board. The board shall have the right to cause the removal of anything which contravenes this provision, it being the intent of the board to maintain high and uniformly kept standards of architectural control and design within the Corporation. Notwithstanding any provision to the contrary in this Declaration, in no event shall any owner or occupant be permitted to store any items on the front yards of the Residential Units. This restriction is not intended to restrict owners and residents from maintaining patio furniture in such areas but is intended to prohibit the storage of unsightly items.
- (f) The owner of each Residential Unit shall comply, and shall require all residents, tenants, invitees and licensees of his or her unit to comply with the Act, this declaration, the by-laws, rules and any agreements authorized by by-law.
- (g) Each owner and resident of a Residential Unit shall be obliged to keep the pathways leading to the Residential Unit and that portion of the sidewalk (if any) immediately in front of the Residential Unit free and clear of snow and ice, as well as all walkways (if any) within the unit and exclusive use monumentation of the Residential Unit. The Condominium will only be required to remove snow and ice from any common element sidewalks/walkways, excluding any common element, serving the Development.
- (h) Without limiting the generality of Section 4.1(c), no change shall be made or permitted to the colour of any exterior glass, window, doors, screen or other installation appurtenant to (or associated with) any Residential Unit, except with the prior written consent of the board and each owner shall ensure that nothing is affixed, attached to, hung, displayed or otherwise placed in a portion of the exterior walls (including awnings and/or storm shutters) and/or to the exterior doors or windows to the Condominium.
- (i) No sign, advertisement or notice of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of any Residential Unit (whether temporary or otherwise) without the express written consent of the board. This restriction shall not apply to the Declarant under any circumstances whatsoever.
- (j) No BBQs will be permitted on the exterior of any Residential Unit or exclusive use common element area appurtenant to any Residential Unit.

PART 5 LEASING OF UNITS

Section 5.1 Notification of Lease

- (a) Where the owner of a unit leases his or her residential unit, or renews a lease of his or her residential unit, the owner shall, within thirty (30) days of entering into the lease or the renewal, as the case may be:
- (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 the form prescribed by the Regulations to the Act;
- (iii) provide the lessee with a copy of the Declaration, by-laws and rules of the Corporation.
- (b) If a lease of a residential unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing.
- (c) In addition, no owner shall lease his or her residential unit unless the owner first delivers to the Corporation a binding covenant or agreement, signed by the tenant, to the following effect:

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

Section 5.2 Minimum Lease Term

In keeping with paragraph (a) of Section 4.1 hereof and with a view to restricting short-term, transient occupancy of Residential Units within the Condominium, no owner (other than the Declarant) of a Residential Unit shall enter into a lease, occupancy license or similar disposition of the owner's right to occupy the unit to any tenant or licensee for a tenancy period of less than twelve (12) months, subject to the board of directors of the Corporation determining, in extenuating circumstances, such as the untimely death of a tenant or the termination of the lease for cause by the owner, that the owner may, in such event, re-lease the unit immediately thereafter generally in keeping with this restriction.

Section 5.3 Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation, in compliance with the provisions of the Act, that the owner/landlord of the unit which the tenant is occupying is in default of payment of common expenses, and requiring the said tenant to pay to the Corporation an amount equal to the lesser of the defaulted payment and the amount of the rent due under the lease, in which case the tenant shall deduct from the rent otherwise payable to the said owner/landlord, an amount equal to the lesser of the defaulted payment and the amount of the rent due under the lease, and shall pay same to the Corporation. The Corporation shall be obliged to provide the notices required pursuant to the Act.

Section 5.4 Owner's Liability

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 obligations shall be joint and several with his or her tenant.

PART 6 MAINTENANCE AND REPAIRS

Section 6.1 Maintenance and Repairs to Units

- (a) Each owner shall maintain his or her Residential Unit and subject to the provisions of this declaration, each owner shall repair his or her Residential Unit (to the extent hereinafter specifically provided) and subject to the provisions of this declaration, all at his or her own expense. Without limiting the generality of the foregoing, each owner shall:
 - (i) maintain, repair and replace in due course any system, appliance or fixture, including electronic submeters (if applicable) and thermostatic controls, the air source heat pump equipment (the "System") that serves the unit only;
 - (ii) maintain, repair and replace bathtub enclosures, tiles, shower pans, ceiling and exhaust fans and fan motors lint traps located in the kitchen, laundry and bathroom areas of the unit, if any; and
 - (iii) maintain the interior surface of doors which provide the means of ingress to and egress from a unit and the interior surfaces of windows.
- (b) Notwithstanding anything hereinbefore provided to the contrary, each owner shall be responsible for all damage to any other units and to the common elements which are caused by the failure of such owner to so maintain and repair his or her unit, save and except for any such damage for which the cost of repairing same may be recovered (after taking into account any deductible portion of

the claim) under any policy of insurance held or maintained by the Corporation. For the sake of clarity, the deductible portion of any claim made in respect of any such damage under any policy of insurance held by the Corporation shall be recoverable from the unit owner.

- (c) The Corporation shall perform any of the obligations that an owner is obliged to make pursuant to this section 6.1 and that he or she does not make within a reasonable time, after written notice is given to such owner by the Corporation. In addition, if an owner has an obligation under the Act to maintain the owner's unit and the unit owner fails to carry out the obligation within a reasonable time, and if the failure represents a potential risk of damage to the property or the assets of the Corporation or a potential risk of personal injury to persons on the property, the Corporation may do the work necessary to carry out the obligation. In such event, an owner shall be deemed to have consented to having repairs and/or maintenance, as applicable, done to his or her unit or repairs done to the common elements or any other units to repair damage caused by the owner as set forth in paragraph(b) above, and the owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of eighteen (18%) percent per annum, calculated monthly not in advance, until paid by the owner. The board of directors shall have the authority to vary the rate of interest charged. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof. All such payments shall be treated in all respects as common expenses and recoverable as such.
- (d) In addition to the requirements of the Act, which are imposed upon the Corporation when the Residential Units have been damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.
- (e) Notwithstanding anything provided to the contrary in this Declaration, where a unit owner is responsible (pursuant to the provisions of this Declaration) for the maintenance or repair of any matter, item or component which is not fully accessible from or by such owners unit or exclusive use common element area, in such circumstances such owners shall not undertake to complete said maintenance or repair work but rather shall be obliged to notify the Corporation of any needed or desired maintenance or repair work with respect to same and the Corporation's agents, representatives or retained contractors shall thereafter carry out such maintenance or repair work at the sole cost and expense of such owner. The Corporation shall invoice such owner for all costs and expenses incurred in order to maintain or repair the said matter, item or component and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions to the common expenses of such owner and shall be treated in all respects as common expenses and recoverable as such (and with a corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 6.2 Maintenance and Repairs to the Common Elements

- (a) Save as otherwise specifically provided in this declaration to the contrary, the Corporation shall maintain and repair after damage, the common elements. The Corporation's duty to maintain and repair shall also extend to all doors which provide access to the Residential Units, and to all windows, except maintenance to the interior surfaces thereof.
- (b) In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to:
 - (i) all interior roadways, sidewalks and stairwells forming part of the non-exclusive use common element areas of this Condominium (including the cleaning and removal of all dirt, debris and snow therefrom, but excluding therefrom the obligation to remove snow and ice from the exclusive use walkways and stairs leading to the Residential Units;
 - (ii) all outdoor landscaping within any non-exclusive use common element areas (including without limitation, all grass cutting, trimming, fertilizing, and weed control);
 - (iii) any landscaped boulevard area forming part of the Condominium's common elements (including, without limitation, all the grass cutting, trimming, fertilizing, and weed control);
 - (iv) all exterior retaining walls, signage boards, perimeter fences and decorative walls (if any) erected by the Declarant along the boundaries of the Property (or any portion thereof).

- (c) Notwithstanding anything provided in this declaration to the contrary, each Residential Unit owner:
- (i) shall be responsible for the maintenance and repair of all interior door and interior window surfaces with respect to his or her Residential Unit and, in addition, the exterior surfaces of doors which provide access to the Residential Units, exterior door frames, exterior window frames and all exterior surfaces of windows (except for the maintenance of the exterior surfaces of garage doors, and any windows and doors within any Residential Unit accessible by an exclusive use yard area and/or balcony area, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected unit owner);
 - (ii) shall be responsible for the cleaning and removal of any dirt, debris or snow from any exclusive use entrance porch, walkway, stairway and/or landing leading to the doorway of any Residential Unit and shall also be responsible for replacement of the light bulbs for and all exterior light fixtures serving his or her Residential Unit; and
- (d) Each owner shall, upon the Corporation's request, provide access to any privacy area, unit or exclusive use common element area, to the Corporation (or to any of its authorized workmen, servants, agents or contractors), for the purpose of facilitating or expediting the repair thereof, and/or the maintenance and repair of any other unit or common element area in this Condominium.

Section 6.3 Indemnification

Each owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to his or her unit and/or to any part of the common element adjacent to and/or serving his or her unit, and for any repairs to other units and the common elements, which repairs were necessary because of damage caused by such owner's negligence, or the negligence of the owner's residents, tenants, invitees or licensees of his or her unit (save and except for any portion of the costs of repairs recoverable directly from the Corporation's insurer).

PART 7 UTILITIES

Section 7.1 Water, Hydro and Gas Metering

- (a) Water, hydro and gas (each a "Utility") will be provided directly to each Residential Unit by the applicable utility providers (collectively, the "Utility Provider") to the Residential Units and shall be paid by the unit owners in accordance with their agreements with the Utility Provider.
- (b) Each owner shall be responsible to pay the costs of the Utility service supplied to his or her Residential Unit directly to the Utility Provider.
- (c) Any monies owing for Utility consumption not paid to the Utility Provider its agent may (without the obligation of the Corporation to do so) be paid by the Corporation and shall be a debt owed by the owner of the Residential Unit, whose occupants have incurred such utility service and shall be collectible as if the same were a common expense in arrears and for such purposes only shall be considered common expenses. 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 utility usage at the same rate as interest accrues on arrears of common expense payments.
- (d) Once an owner has defaulted in payment to a Utility Provider or its agent, as a condition of being supplied or continuing to be supplied with such Utility, the Corporation has the right to require an owner to maintain a deposit with the Corporation of an amount equal to one month's common expenses and the Residential Unit's common expenses fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting owner on account of the supply of the Utility.

PART 8 INSURANCE

Section 8.1 Insurance Maintained by the Corporation

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

- (a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy

and insurance against such other perils or events as the board may from time to time deem advisable, insuring:

- (i) the property and building, but excluding improvements made or acquired by an owner; and
- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the owners;

in an amount equal to the full replacement costs of such real and personal property, and of the units and common elements, without deduction or 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 any 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 residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
 - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
 - (iii) waivers of the insurer's obligations to repair, rebuild or replace the damaged property in the event that after damage the government of the property is terminated pursuant to the Act;
 - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
 - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the board, but not less than Two Million (\$2,000,000.00) Dollars per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit.

Section 8.2 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.
- (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 8.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.

- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any owner or mortgagee on reasonable notice to the Corporation.
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration under the Act.
- (e) Where insurance proceeds are received by the Corporation or any person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Section 8.5 hereof.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as they board may deemed 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 costs 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 expenses.

Section 8.3 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 expenses:
 - (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 or 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 any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of such owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
 - (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.

Section 8.4 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, costs, charge or expenses 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 and of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

Section 8.5 Insurance Trustee and Proceeds of Insurance

- (a) The Corporation may 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:
- (i) the receipt by the Insurance Trustee of any proceeds of insurance in excess of One Hundred Thousand Dollars (\$100,000.00) of the replacement cost of the property covered by the insurance policy;
 - (ii) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
 - (iii) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
 - (iv) 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 approved 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 expenses.

- (b) In the event that:
- (i) 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;
 - (ii) there is no obligations by the Corporation to repair or replace, and if there is termination 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;

- (iii) the board, in accordance with the provisions of the Act, determines that:
- (c) there has not been substantial damage to twenty-five (25%) percent of the building; or
- (d) there has been substantially damage to twenty-five (25%) percent of the building and within sixty (60) days thereafter the owners who own eighty (80%) percent 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.

PART 9 DUTIES OF THE CORPORATION

Section 9.1 Duties of the Corporation

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

- (a) To enter into (or assume, as the case may be), abide by, and comply with, the terms and provisions of any restrictive covenants and outstanding agreements (and any successor or supplementary agreement(s) with respect thereto) which are (or may be) registered against the common elements

of this Corporation, or which may otherwise bind the Corporation, including the Development Agreements, the Construction Licence Agreement, the Non-Objection Agreement and the Limitation Agreement and to ensure free and unobstructed access by the Declarant to this Corporation for the purpose, inter alia, of compliance with any of the aforesaid restrictive covenants and outstanding agreements and with any by-laws, ordinances and regulations of any Governmental Authority.

- (b) To ensure that no actions or steps are taken, nor suffer any actions or steps to be taken, by the Corporation, its employees, agents, the unit owners, or their tenants which would prohibit, limit or restrict the Declarant's access and egress in, over, along and/or through the Corporation, or its rights to erect and maintain marketing/ sales/leasing offices, signage, model suites and/or construction offices within or upon the units and/or common elements of this Corporation.
- (c) To take all reasonable steps to collect, in a diligent manner from each Residential Unit owner his proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to Section 85(1) of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses.
- (d) To enter into (or assume as the case may be), accept, perform and be bound by the covenants, agreements and obligations which it may or is required to assume and to take any all steps which may be requested of it and/or required to fully implement in a timely manner the purpose, intent and provisions of any Development Agreement.
- (e) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning the *Professional Engineers Act* R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of the *Architects Act* R.S.O. 1990, as amended) to conduct a performance audit of the common elements on behalf of the Corporation in accordance with the provisions of section 44 of the Act and section 12 of O.Reg. 48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the sixth month and the tenth 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) and 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 a 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 bring 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 eleventh month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the board and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act.
- (f) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (of that of any other company associated, affiliated or related to the Declarant) which has been permanently installed or affixed by the Declarant within or upon the common elements of the Corporation, and to ensure that no actions or steps are taken by the Corporation (or by any unit owner) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforesaid logo or hallmark.
- (g) To grant, immediately after registration of this declaration, if required, an easement in perpetuity in favour of utility suppliers, telecommunications or cable television operators, over, under, upon, across and through the common elements of this Corporation, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility, telecommunications or cable television on lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities, telecommunications, telephone, internet and cable television service to each of the units in the Corporation 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, telecommunications, telephone, internet and/or cable television suppliers pertaining to the provision of their services to the Corporation and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

- (h) To execute, forthwith upon request of the Declarant, following registration of this Corporation, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the form of cessation of all the Declarant's liabilities and obligations with respect to the Development Agreements together with the assumption by this Corporation of all of the obligations and liabilities under such leases, agreements, the Development Agreements.
- (i) To maintain and repair any retaining wall, signage boards or exterior perimeter fences erected along the boundaries of this Condominium (or any portion thereof) as well as the Condominium's landscaping treatments and features installed within any non-exclusive use common element areas and to clean and remove all dirt, debris and snow from all portions of any interior roadways, driveways and walkways situated within the boundaries of this Condominium.

PART 10 GENERAL MATTERS AND ADMINISTRATION

Section 10.1 Rights of Entry

- (a) The Corporation, or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and 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 limitation, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation, or carrying out any maintenance and repairs to any part of the common elements.
- (b) In the case of an emergency, any agent, employee or authorized representative of the Corporation may enter a unit at any time without notice, for the purpose of repairing the unit, the common elements or 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 or any assets of the Corporation. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit, or any part of the common elements over which any owner has the exclusive use, the Corporation, or its agents, may enter upon such unit, or exclusive use area, without rendering it, or them, liable to any claim or cause of action for damages and/or trespass by reason thereof, provided that they exercise reasonable care.
- (d) No owner shall change any lock or place any additional locks on the doors to and within any unit and the exclusive use common elements, without first providing the Condominium with a key for any such replacement or additional locks to any Residential Unit.
- (e) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care, maintenance, repair or supervision of any unit, or any part of the common elements over which the owner has the exclusive use, except as specifically provided in the Act, this declaration or the by-laws of the Corporation.

Section 10.2 Units and Common Elements subject to the Declaration, By-Laws and Rules

- (a) All owners, tenants and other occupants of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this declaration, the by-laws and the rules, including, in the case of a tenant who has received a notice under Section 87 of the Act, those duties relating to common expenses;
- (b) The acceptance of a transfer, or the entering into occupancy of any unit, shall constitute an agreement that the respective provisions of the Act, this declaration, the by-laws and the rules, as the same may be amended from time to time, are accepted and ratified by each owner, tenant or occupant, and all such provisions shall be deemed to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit, as though such provisions were recited and stipulated in full in each and every deed or transfer or lease or occupancy agreement, provided that in the case of a tenant, the obligations with respect to common expenses shall come into effect only if a notice under Section 87 of the Act has been given.

Section 10.3 Waiver

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

Section 10.4 Notice

- (a) Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given, shall be given as follows:
- (i) **To an owner**, by giving same to the owner, or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, or sent by facsimile transmission, electronic mail or any other accepted method of electronic communication addressed to the owner at the address for service given by such owner to the Corporation for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective unit.
 - (ii) **To a mortgagee** who has notified the Corporation of his or her interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee either personally or by ordinary mail, postage prepaid, or sent by facsimile transmission, electronic mail or any other accepted method of electronic communication addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
 - (iii) **To the Corporation**, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, or sent by facsimile transmission, electronic mail or any other accepted method of electronic communication addressed to the Corporation at its address for service.
- (b) If any notice is mailed as aforesaid, same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.

Section 10.5 Resolution of Conflict of Provisions

In the event of a conflict between the provisions of the Act, the declaration, the by-laws and the rules, the provisions of the Act shall govern; and subject to the Act, the declaration shall govern; and subject to the Act and declaration, the by-laws shall govern; and subject to the Act, declaration and the by-laws, the rules shall govern.

Section 10.6 Construction of the Declaration

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

Section 10.7 Headings

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

Any references in this declaration, any by-laws or rules hereinafter enacted by this Corporation, to a section or sections of the Act 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 to the Act.

DATED at _____, Ontario, this _____ day of _____, 202____.

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

MATTAMY (TRU-VILLA) LTD.

Per: _____
Name:
Title:

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

DRAFT

SCHEDULE A

IN THE CITY OF GUELPH, County of Wellington, being comprised of Block 2, Plan 61M-_____.

Being all of P.I.N. 71199-_____(LT).

Note: The Declarant, at his sole discretion, may enter into agreements or transfers of easements with other land owners or utilities to facilitate the servicing and access to and from these lands.

Note: The Declarant, at his sole discretion, reserves the right to transfer portions of the subject lands which may be required by municipal or regional authorities for road widenings, reserves or environmental purposes as well as reserving the right to transfer servient interests or accept transfer of appurtenant interests which may provide for access or service to the subject or adjoining lands.

In our opinion, based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements exist or will exist in Law upon the registration of the Declaration and the Description and the Declarant is the registered owner of the lands and appurtenant easements.

Bennett Jones LLP
Solicitors for the Declarant

MATTAMY (TRU-VILLA) LIMITED

Dated

per: _____
Leonard Gangbar

SCHEDULE B

CONSENT

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

- 1. I (We), have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Number in the Land Registry Office for the Land Titles Division of .
- 2. I (We) consent to the registration of this Declaration against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. I (We) postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
- 4. I am (We are) entitled by law to grant this consent.

I am (We are) entitled by law to grant this consent.

DATED this day of _____, 20_____.

Name

Name

SCHEDULE C

Each Residential Unit shall comprise the area within the heavy lines shown on Part 1, Sheet ____ 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 immediately below, and are illustrated on Part 1, Sheet ____ 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 62, inclusive, on Level 1, as illustrated on Part 1, Sheet ____ of the Description filed concurrently herewith):

- a) Each Residential Unit shall be bounded vertically by:
 - i) The upper surface and plane and production of the unfinished first floor concrete slab.
 - ii) The upper surface and plane and production of the ceiling drywall sheathing on the uppermost floor.
 - iii) The upper surface and plane and production of the ceiling drywall sheathing of the unit, where the unit is stacked below another unit, or the common elements.
 - iv) The upper surface and plane of the plywood subfloor of the unit, where the unit is stacked above another unit, or the common elements.
- b) Each Residential Unit shall be bounded horizontally by:
 - i) The backside surface and plane and production of the drywall sheathing separating one unit from another such unit, or from the common elements.
 - ii) The unfinished unitside surface and plane and production of the concrete/concrete block wall.
 - iii) The unfinished unitside surface and plane of the exterior doors, windows, door and window frames, and the unitside surface of all glass panels located therein, the said doors and windows being in closed position.
 - iv) The unfinished exterior surface and plane of the garage door and door frame and the exterior surface of all glass panels located therein, the said garage door being in closed position.
 - v) In vicinity of pipe spaces, ducts, bulkheads and columns the unit boundaries shall be the backside surface and plane of the drywall sheathing enclosing such pipe spaces, ducts, bulkheads and columns.

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 ____ of the Description.

Dated

I. A. Abraham
Ontario Land Surveyor

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

Note: The Declarant, at its sole discretion, may change the number of units provided for in this project. Also, unit boundaries may be revised to reflect the “as-built” conditions at the time of condominium registration.

s:\schedules-25-149-Schedule-C--sch June 24/25

SCHEDULE D

Unit	Level	Percentage Contribution to the Common Expenses	Percentage interest in the Common Elements.
1	1	1.61290323	1.61290323
2	1	1.61290323	1.61290323
3	1	1.61290323	1.61290323
4	1	1.61290323	1.61290323
5	1	1.61290323	1.61290323
6	1	1.61290323	1.61290323
7	1	1.61290323	1.61290323
8	1	1.61290323	1.61290323
9	1	1.61290323	1.61290323
10	1	1.61290323	1.61290323
11	1	1.61290323	1.61290323
12	1	1.61290323	1.61290323
13	1	1.61290323	1.61290323
14	1	1.61290323	1.61290323
15	1	1.61290323	1.61290323
16	1	1.61290323	1.61290323
17	1	1.61290323	1.61290323
18	1	1.61290323	1.61290323
19	1	1.61290323	1.61290323
20	1	1.61290323	1.61290323
21	1	1.61290323	1.61290323
22	1	1.61290323	1.61290323
23	1	1.61290323	1.61290323
24	1	1.61290323	1.61290323
25	1	1.61290323	1.61290323
26	1	1.61290323	1.61290323
27	1	1.61290323	1.61290323
28	1	1.61290323	1.61290323
29	1	1.61290323	1.61290323
30	1	1.61290323	1.61290323
31	1	1.61290323	1.61290323
32	1	1.61290323	1.61290323
33	1	1.61290323	1.61290323
34	1	1.61290323	1.61290323
35	1	1.61290323	1.61290323
36	1	1.61290323	1.61290323
37	1	1.61290323	1.61290323
38	1	1.61290323	1.61290323
39	1	1.61290323	1.61290323
40	1	1.61290323	1.61290323
41	1	1.61290323	1.61290323
42	1	1.61290323	1.61290323
43	1	1.61290323	1.61290323
44	1	1.61290323	1.61290323
45	1	1.61290323	1.61290323
46	1	1.61290323	1.61290323
47	1	1.61290323	1.61290323
48	1	1.61290323	1.61290323
49	1	1.61290323	1.61290323
50	1	1.61290323	1.61290323
51	1	1.61290323	1.61290323

Unit	Level	Percentage Contribution to the Common Expenses	Percentage interest in the Common Elements.
52	1	1.61290323	1.61290323
53	1	1.61290323	1.61290323
54	1	1.61290323	1.61290323
55	1	1.61290323	1.61290323
56	1	1.61290323	1.61290323
57	1	1.61290323	1.61290323
58	1	1.61290323	1.61290323
59	1	1.61290323	1.61290323
60	1	1.61290323	1.61290323
61	1	1.61290320	1.61290320
62	1	1.61290300	1.61290300
Total		100.000000000000	100.000000000000

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SCHEDULE E

1. All expenses of the Corporation incurred by it in the performance of its objects and duties where such objects and duties are imposed under the provisions of the Act, this declaration, the Development Agreements, any agreements entered into by the Corporation, and the by-laws and rules of the Corporation.
2. All sums of money paid or payable by the Corporation for the procurement and maintenance of any insurance required or permitted by the Act or the Declaration, as well as the cost of obtaining, from time to time, an appraisal from a qualified appraiser of the full replacement cost of the units, common elements and/or assets of the Corporation in order to determine the proper amount of insurance to be effected.
3. All sums of money paid or payable by the Corporation for utilities and services (excluding telephone and cable television services to each unit) servicing the common elements including without limitation all monies payable on account of:
 - (a) water and hydro electricity supplied to the common elements;
 - (b) waste disposal;
 - (c) maintenance materials, tools and supplies;
 - (d) snow removal and landscaping (subject to the provisions of the Declaration); and
 - (e) insurance premiums.
4. All sums of money required by the Corporation for the acquisition and/or retention of real property for the use and enjoyment of the Corporation or for the acquisition, repair, maintenance and/or replacement of personal property for the use and enjoyment of the common elements.
5. All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and/or secretarial advice and services required by the Corporation in the performance of its objects and duties.
6. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
7. All sums of money assessed by the Corporation for the reserve fund to be paid by all unit owners as part of their respective contribution toward the common expenses and utilized for the major repair and replacement of the common elements and assets of the Corporation.
8. All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
9. All sums of money paid or payable by the Corporation on account of realty taxes (including local improvement charges) levied against the Corporation (until such time as such taxes are levied against the individual units).
10. The fees and disbursements of the Insurance Trustee.
11. All expenses incurred by the Corporation in enforcing any of the by-laws or rules of the Corporation from time to time, and affecting compliance therewith by all unit owners and their respective tenants, residents, licensees or invitees.
12. Costs incurred by the Corporation for maintenance of the outdoor amenity area.
13. The cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation.

SCHEDULE F

The owner(s) of each Unit shall have the exclusive use, subject to the provisions of the Act, the Declaration, the By-laws and rules of the Corporation and any rules and regulations passed pursuant thereto, of the following areas:

BALCONY

The owner(s) of Residential Units 1 to 62, inclusive, on Level 1 shall have the exclusive use of balconies to which said units provide sole and direct access.

DRIVEWAY

The owner(s) of Residential Units 1 to 62, inclusive, on Level 1 shall have the exclusive use of that portion of the common elements designated as a driveway, identified by the number corresponding to the unit with the affix "D" and illustrated on Part 2, Sheet 1 of the Description.

PORCH

The owners of Residential Units 1 to 62, inclusive, on Level 1 shall have the exclusive use of that portion of the common elements designated as a porch..

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SCHEDULE G

CERTIFICATE OF ARCHITECT OR ENGINEER

I certify that:

Each building on the property has been constructed in accordance with the regulations 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 *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☐ All installations with respect to the provision of water and sewage services are in place.
 7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
 8. ☐ All installations with respect to the provision of air conditioning are in place.

OR

- ☐ There are no installations with respect to the provision of air conditioning.
9. ☐ All installations with respect to the provision of electricity are in place.
 10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- ☐ There are no indoor and outdoor swimming pools.
11. ☐ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this ____ day of ____, 200__.

Signature

Print Name
Architect/Professional Engineer

CLAIRMONT CONDOMINIUMS

BY-LAW NO. 1

WELLINGTON STANDARD CONDOMINIUM CORPORATION NO. ●

BE IT ENACTED as a By-law of Wellington Standard Condominium Corporation No. ● (the "**Corporation**") as follows:

The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998* as amended, and the regulations made thereunder (the "**Act**") and in the declaration of the Corporation (the "**declaration**").

ARTICLE 1- SEAL

The seal of the Corporation shall be in the form impressed in the margin beside this paragraph.

ARTICLE 2- YEAR -END

The financial year-end of the Corporation shall be the 31st day of December in each year or such other date as the board of directors (the "**Board**") may by resolution determine.

ARTICLE 3- RECORDS OF THE CORPORATION

3.1 The Corporation shall maintain the following records:

- (a) The financial records of the corporation.
- (b) A minute book containing the minutes of owners' meetings and the minutes of board meetings.
- (c) A copy of the declaration, by-laws and rules.
- (d) The returns and notices that it has filed with the Condominium Registrar.
- (e) All lists, items and records and other documents mentioned in Subsections 43(4) and 43(5) of the Act, including:
 - (i) the minute book for the Corporation including a copy of the registered declaration and description, registered by-laws, current rules and minutes of owners' meetings and board meetings;
 - (ii) the seal of the Corporation
 - (iii) copies of any resolution of the Board changing the address for service or mailing address of the Corporation;
 - (iv) copies of all agreements entered into by the Corporation, or the declarant or the declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences and easements;
 - (v) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
 - (vi) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
 - (vii) the records maintained under subsection 47 (2) and subsection 83 (3); the names and addresses for service of owners and mortgagees who have provided the Corporation in writing with this information;
 - (viii) copies of all notices sent on behalf of the Corporation;
 - (ix) copies of all requests for Status Certificates and copies of each certificate issued for the preceding ten (10) fiscal years;

- (x) as required by the Act:
 - (A) notice delivered by an owner that his/her unit is leased;
 - (B) the lessee's name, the owner's address and a copy of the lease or renewal or summary of it; and
 - (C) notice by an owner that a lease of a unit is terminated and not renewed;
- (xi) all records that it has related to the units or to employees of the Corporation.
- (xii) the existing warranties and guarantees for all the 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;
- (xiii) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (xiv) the as-built specifications, indicating all substantive changes, if any, from the original specifications;
- (xv) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communications services;
- (xvi) all other existing plans and information not mentioned in clause (b), (c) or (d) that are relevant to the repair or maintenance of the property;
- (xvii) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible; and
- (xviii) all reserve fund studies that have been completed or are required to have been completed.
- (f) The report that the corporation receives from the person who conducts a performance audit.
- (g) The records required under subsection 46.1(3) and 83(3) of the Act, including:
 - (i) unit owner's name and identification of the unit;
 - (ii) owner's address for service if provided by an owner and such address is within Ontario;
 - (iii) mortgagees name and related unit if provided by a mortgagee and the mortgagee has a right to vote and provides notice in writing of such right and address for service if within Ontario;
 - (iv) names and units of Owner's and mortgagees who agree to electronic communications; and
 - (v) records of any lease agreement notices received by the corporation.
- (h) A record of all reserve fund studies and all plans to increase the reserve fund;
- (i) A copy of all agreements enter into by or on behalf of the corporation.
- (j) The report that the corporation receives from an inspector in accordance with subsection 130(5).
- (k) All instruments appointing a proxy or ballots for a meeting of owners that are submitted at the meeting.

- (l) A copy of any resolution of the Board changing the address for service or the mailing address of the Corporation as registered.
- (m) A copy of all notices sent on behalf of the Corporation.
- (n) The names of directors and officers, their mailing address and respective terms of office.
- (o) a copy of all consents for alterations to units and/or the common elements in accordance with the declaration and any by-law of the Corporation including any agreement entered into with an owner under S.98 of the Act;
- (p) Any other records required pursuant to the Act.

3.2 Retention Requirements

- (a) Records shall be retained for the following periods:
 - (i) Financial records shall be maintained for 6 years or any greater period required to satisfy requirements of any taxing authority in Ontario, the government of Canada or any other jurisdiction to which the corporation is subject.
 - (ii) For the records described in section 3.1(b) through (p) for the period of time that is prescribed by regulations pursuant to the Act.
- (b) Records may be retained in electronic or paper form, except where the regulations pursuant to the Act require otherwise.

ARTICLE 4- DUTIES OF 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 the 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 utilities to the common elements and the 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, declaration or by-laws;
- (e) the preparation of certificates of lien and status certificates as required by the Act;
- (f) the preparation of an estimated budget in accordance with Article 11.1(b) hereof;
- (g) the supervision of all public or private service companies which, at the request of the Corporation, enter upon the common elements and into the units for the purpose of supplying, installing, replacing and servicing their systems;
- (h) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (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 investment of monies held by the Corporation in accordance with the Act;
- (k) 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;
- (l) the purchase and maintenance of insurance for the benefit of all directors and officers (with an extended discovery period clause in the case of change of insurers to ensure that directors' actions are protected when the Corporation changes insurers) in respect of anything done, or required to be 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;
- (m) the preparation and/or maintenance of the records to be kept by the Corporation in accordance with Article 3 hereof;
- (n) causing audits to be made after every year end and providing financial statements to the owners in accordance with the Act;
- (o) the calling and holding of meetings and the delivery of notices, as required;
- (p) the consistent and timely enforcement of the provisions of the Act, the declaration, the by-laws and the rules of the Corporation;
- (q) the entering into an insurance trust agreement to ensure the disposition of monies in the event of an insurable loss where the damage to the property exceeds One Hundred Thousand Dollars (\$100,000.00) for the replacement cost of the property covered by the Corporation's policy maintained in accordance with the Act;
- (r) 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;
- (s) appointing members of the Board as representatives of any shared facilities or similar committee and enacting a resolution as to the powers and duties of those representatives; and
- (t) the carrying out of the duties of the Corporation and or the Board as required by the Act, the Corporation's declaration and by-laws.

ARTICLE 5- POWERS OF THE CORPORATION

5.1 Powers Of The Corporation

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

- (a) the entering into of an agreement with a person or Corporation to provide professional management for the property. The management agreement shall be in a form acceptable to the Board;
- (b) the authority to make a complaint under Section 40 of the Assessment Act, or any successor thereof, on behalf of the owners;
- (c) the mediation and/or arbitration of those matters set out in the Act or any contract or agreement to which the Corporation is a party;
- (d) the borrowing of such amounts for any fiscal year that the Board in its discretion decides are necessary that the Corporation borrow up to one-twelfth (1/12) of the annual budgeted common expenses for the current fiscal year, and to include such amounts in the budget for the Corporation;

- (e) any borrowing in excess of the amount set out in (d), even if included in the Corporation's budget, must be approved by a vote of owners at a meeting called for that purpose;
- (f) the borrowing of such amounts in any fiscal year (not included in the budget of the Corporation) as the Board determines is 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 as required by the Act;
- (g) to charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and rights, powers and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;
- (h) conducting, periodically, a building and/or operations audit as deemed appropriate by the Board;
- (i) entering into or amending any agreement with another corporation with respect to shared services or facilities; and
- (j) the delegating to such one or more of the officers and/or directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of paragraph 5.1 of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation.

ARTICLE 6- NOTICE

6.1 Notice to Owner/Mortgagee

Subject always to any specific provision to the contrary in the Act, any notice, communication or other document, including budgets and notices of assessment required to be given or delivered by the Corporation to any owner or mortgagee shall be sufficiently given if:

- (a) delivered personally to the person to whom it is to be given; or
- (b) sent by prepaid ordinary mail addressed to the person at the address shown on the records of the Corporation; or
- (c) sent by facsimile transmission, electronic mail or any other method of electronic communication if the person agrees in writing that the party giving the notice may give the notice in this manner; or
- (d) delivered at the person's unit or at the mail box for the unit, unless the person giving the notice has been advised in writing by the person that delivery is not to be effected in this manner or the address for service on the records of the Corporation is not the address of the unit of the person.

6.2 Notice to Owner and Mortgagee

The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he/she has become an owner or to any mortgagee who has not notified the Corporation that he/she has become a mortgagee.

6.3 Notice To The Board Or Corporation

Except as otherwise provided in the Act or as herein before set forth, any notice, direction or other instrument required or desired to be given, shall be given to the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

6.4 Receipt of Notice

Any notice, communication or document shall be deemed to have been received:

- (a) when it is delivered personally or delivered to the latest address shown on the records of the Corporation; or
- (b) when the recipient accepts by fax, if it is sent by means of facsimile transmission; or
- (c) when sent by electronic mail or any other method of electronic communication and the recipient has agreed to this method of communication; or
- (d) the date of delivery receipt if sent by an appropriate communication company, courier or agency.

6.5 Omissions And Errors

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 held pursuant to such notice or otherwise founded thereon.

6.6 Notices Of Meetings

At least fifteen (15) days' written notice of each meeting of the owners of the Corporation specifying the place, the date and the hour thereof and the nature of the business to be presented shall be given to each owner and to each mortgagee or chargee, whose name and address for service is listed on the records of the Corporation, twenty (20) days before the date of the meeting and who is therefore entitled to vote in accordance with the Act.

ARTICLE 7- BOARD OF DIRECTORS

7.1 Duties

- (a) the affairs of the Corporation shall be managed by the Board; and
- (b) the Board shall have the obligation to perform all of the duties of the Corporation; however, the Board may delegate certain specific duties to the manager by a duly enacted resolution of the Board and pursuant to the terms of any management agreement.

7.2 Number and Quorum

The number of directors shall be 3 of whom 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.

7.3 Qualifications

No person shall be nominated, elected or appointed to the Board unless he/she meets the following criteria:

- (a) the person must be eighteen (18) years of age or older;
- (b) the person shall be an owner of a unit or someone living in the unit with an owner of the unit, or in the event that a unit is owned by a corporation, the authorized representative of that corporation;
- (c) the person shall be capable of managing property within the meaning of the *Substitute Decisions Act, 1992*;
- (d) the person shall not have a lien for common expenses registered against his/her unit;

- (e) only one (1) person per unit can be a member of the Board;
- (f) the person shall not be an employee of the Corporation;
- (g) the person shall not have the status of bankrupt;
- (h) the person has complied with the disclosure obligations set out in the regulations pursuant to the Act within the required time;
- (i) a person who is nominated, elected or appointed a director is not a director unless:
 - (i) he/she was present at the meeting when he/she was elected or appointed and did not refuse at the meeting to act as a director; or
 - (ii) when he/she was not present at the meeting when he/she was elected or appointed, he/she consented in writing to act as a director before his/her election or appointment or within ten (10) days thereafter.

7.4 Disqualification

A person immediately ceases to be a director if:

- (a) the person is incapable of managing property within the meaning of the Substitute Decisions Act, 1992;
- (b) 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;
- (c) the director misses three (3) consecutive board meetings or a total of five (5) meetings in any year commencing at the date of the Annual General Meeting and is unable to provide an explanation for his or her absence that is satisfactory to the Board, acting reasonably;
- (d) the director breaches the Board Members' Code of Ethics, as approved by resolution of the Board from time to time;
- (e) the person has not completed the training required of directors in the Act or its Regulations within the required period of time;
- (f) the person has not complied with the disclosure obligations set out in the regulations to the Act in the required period of time;
- (g) the director breaches the confidentiality provisions in 7.9; or
- (h) the director no longer meets the qualifications in Article 7.3(b) and (g).

7.5 Litigation, Mediation and/or Arbitration

Where the director or a member of the director's household or family is a party to litigation, mediation and/or arbitration against the Corporation:

- (a) the director shall not be present for any portion of meeting where the litigation, mediation and/or arbitration is discussed and shall not participate in any decision with respect thereto; and
- (b) separate minutes shall be kept for the portion of the meeting where the issues of litigation, mediation and/or arbitration are discussed. These minutes shall not be available to those persons set out in clause 7.5(a).

7.6 Election And Term

Subject to the Act,

- (a) the directors of the Corporation shall be elected in the rotation and shall be eligible for re-election;
- (b) directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act;
- (c) election to the Board shall be by written ballot, unless the election is by acclamation;
- (d) at the first meeting of the owners held to elect directors after the declarant ceases to be the registered owner of the majority of the units, one (1) director shall be elected to hold office for a term of one (1) year; and two (2) directors shall be elected to hold office for a term of two (2) years. Such directors may, however, continue to act until their successors are elected;
- (e) if at least 15 per cent of the units are owner occupied, then no persons other than owners of owner occupied units may elect a person to or remove a person from one of the positions on the Board;
- (f) at the first meeting of the owners held to elect directors after the declarant ceases to be the registered owner of the majority of the units, the person receiving the highest number of votes will serve the longest term and the persons receiving the next greatest number of votes will serve the next longest terms. In the event that there is to be an owner occupied Board Position, the longest term shall go to the owner occupied position;
- (g) 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; and
- (h) where the Board is elected by acclamation, the directors, at their first meeting, shall determine the distribution of terms.

7.7 Calling Of Meetings

- (a) meetings of the Board shall be held from time to time at such places and at such times and on such days as either the President or a Vice-President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director and/or any other director. Notice of any meeting shall be given personally, by ordinary prepaid mail, electronic communication, courier, facsimile or telephone to each director 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 and any amendments thereto) 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 or if those absent waive notice of or otherwise signify in writing their consent to the holding of such meeting;
- (b) 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 the resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith by ordinary prepaid post after being passed, but no other notice shall be required for any such regular meeting; and
- (c) a meeting of the directors may be held or convened by way of teleconference or 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 the 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 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/her consent to such resolution.

7.8 Declaration Of Interest

- (a) the provisions in the Act relating to the declaration of interest of any director in any contract or arrangement entered into by or on behalf of the Corporation shall be followed and complied with; and
- (b) in addition, the Board shall, prior to voting on any contract in which a director is interested, obtain at least two (2) other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.

7.9 Confidentiality

All matters discussed at a board meeting, including all documents and information, are privileged and confidential and may not be disclosed to any person (including a spouse) unless such information or documentation is determined by the Board as evidenced by the minutes of the Corporation, not to be privileged and confidential. The duty not to disclose information extends to all information obtained as a result of a director's position on the Board.

7.10 Conflict of Interest

Any information gained, including but not limited to any information respecting units, unit owners, tenants or residents, as a result of a director's position on the Board, may not be used for personal benefit, whether monetary or otherwise.

7.11 Protection Of Directors And Officers

No director or officer of the Corporation shall be liable for:

- (a) the acts, neglect or default of any other director or officer;
- (b) any loss or expense incurred by 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;
- (c) the insufficiency or deficiency of any certificate or instrument in or upon which any of the monies of the Corporation shall be invested, provided always that the investment certificate or instrument conforms with the provisions of the Act;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, certificates, term deposits, instruments or effects of the Corporation shall be deposited;
- (e) any loss occasioned by an error of judgment or oversight on his/her part provided the board member has acted in accordance with his/her obligations and duties pursuant to the Act; or
- (f) 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, bad faith, failure to meet the standard of care established in the Act or wilful misconduct.

7.12 Indemnity Of Directors And Officers

Every director or officer of the Corporation and his/her heirs, executors, successors and assigns, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- (a) all costs, charges and expenses whatsoever, which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in or about the execution of the duties of his/her office; and
- (b) all other costs, charges and expenses which he/she properly sustains or incurs in or about or in relation to the affairs of the Corporation.
- (c) Notwithstanding, the above, no director or officer shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that the person sustains or incurs in or about an action, suit or other proceeding as a result of which the director or officer is adjudged to be in breach of the duty to act honestly and in good faith. If a director or officer is adjudged to be in breach of the duty to act honestly and in good faith, any costs incurred by the Corporation, including but not limited to all legal costs and disbursements, in the matter will be recoverable from the director or officer and will be added to the common expenses payable for the board member or officer's unit and will be recoverable in the same manner as common expenses.

7.13 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, 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 names of those in attendance and those absent from the meeting;
- (c) the identity of the Chair and the Secretary of the meeting;
- (d) confirmation that the meeting was duly called;
- (e) confirmation that there was a quorum;
- (f) the disposition of each agenda item including the name of the moving and seconding parties and the outcome of the vote;
- (g) the disposition of every other motion made at the meeting; and
- (h) the adjournment of the meeting.

7.14 Consents

Any consent required under the provisions of the Act, the declaration, the by-laws or the rules shall be given by the Board in writing after a resolution for same has been passed.

7.15 Execution Of Instruments

- (a) deeds, transfers, assignments, contracts and obligations of the Corporation must be signed by the President or a Vice-President together with the Secretary or any other director;
- (b) subject to the Act and the declaration but notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may by resolution at any time and from time to time direct the manner in which and the person or

persons by whom any particular deed, transfer, assignment, contract, cheque or obligation or any class of deed, transfer, assignment, contract, cheque or obligation of the Corporation may or shall be signed;

- (c) any member of the Board, or by resolution of the Board, any authorized agent may execute a status certificate and cause the corporate seal to be affixed thereon provided there is delivered with the certificate a statement under the signature of the authorized agent that he/she has examined the records and confirms that the particulars set out in the certificate are accurate; and
- (d) the manager, any two members of the Board or the Corporation's solicitor may execute a notice of lien or discharge of lien.

ARTICLE 8- OFFICERS

8.1 Election Of President

At the first meeting of the Board, after each election of directors, the Board shall elect from among its members a President. In default of such election the then incumbent President, if a member of the Board, shall hold office until his/her successor is elected.

8.2 Appointed Officers

The Board shall appoint a Secretary and may appoint one (1) or more Vice-Presidents, a Treasurer and such other officers, including a Privacy Officer, as the Board may determine, including one (1) or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One (1) person may hold more than one (1) office and if the same person holds both the office of Secretary and the office of Treasurer, he/she may be known as Secretary-Treasurer.

8.3 Term Of Office

At the first meeting of the Board, after each election of directors, and then from time to time, the Board shall appoint the officers of the Corporation. In the absence of written agreement to the contrary, officers shall hold office until removed by the Board, provided always that officers shall adhere to and be governed by the same qualifications as hereinbefore applied to directors pursuant to Articles 7.3 and 7.4. Officers shall have such authority and perform such duties as the Board may, from time to time determine that are consistent with the Act, and the declaration and by-laws of the Corporation.

8.4 President

The President shall:

- (a) when present, be the chairperson at all meetings of the Board and of the owners or designate the chairperson at all such meetings;
- (b) have one (1) vote (only) at all meetings of the Board;
- (c) co-ordinate the activities of the remaining members of the Board and officers;
- (d) in the absence of a resolution of the Board specifying another officer, deal directly with the property manager and the Corporation's solicitor in all areas of concern;
- (e) in the absence of a resolution of the Board specifying another officer, cast votes on behalf of the Corporation for units owned by the Corporation, except for units that are intended for parking or storage purposes or for the purpose of housing services or facilities or mechanical installations; and
- (f) direct the enforcement of the Act, the declaration, the by-laws and the rules and regulations of the Corporation by all lawful means at the Board's disposal.

8.5 Vice-President

The Vice-President shall during the absence of the President, perform his/her duties and exercise his/her powers. If there is more than one (1) Vice-President then the Vice-Presidents, in order of seniority as determined by the Board, shall perform the functions of the President. The Vice-President shall not preside at a meeting of the Board or the owners if the Vice-President is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.

8.6 General Manager

The General Manager, if one is appointed by the board, 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.

8.7 Secretary

The Secretary shall:

- (a) give or cause to be given all notices required to be given to the owners, directors, mortgagees and all others entitled thereto pursuant to the Act or the declaration, by-laws or rules or any contracts to which the Corporation is a party;
- (b) attend all meetings of the directors and of the owners;
- (c) enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings;
- (d) be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation. This does not require the Secretary to keep these documents in his/her personal custody; and
- (e) cause to have the by-laws registered and notice of the by-laws and of the rules and regulations to be sent to all owners and mortgagees as required by the Act.

8.8 Treasurer

The Treasurer shall:

- (a) prepare or cause to be prepared, in consultation with property management, the annual budget and the annual financial statements to be presented to the owners at the annual general meeting;
- (b) prepare or cause to be prepared, in consultation with property management and others as selected by the Board, a Reserve Fund Plan, if required; and
- (c) prepare or cause to be prepared, in consultation with those selected by the Board, an investment plan for the Corporation's funds.

8.9 Officers

The officers of the Corporation shall have such additional responsibilities as may be approved by resolution of the Board.

8.10 Committees

- (a) in order to assist the Board in managing the affairs of the Corporation, the Board may from time to time constitute such advisory committees to advise and make recommendations to the Board in connection with the activities, management,

budgets, house rules, or any other matter related to the common elements or any other property to which the Corporation has any rights or shares or obligations; and

- (b) 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.

8.11 Delegation of Duties

When the performance of any duty is delegated by an officer of the board of directors, that person's performance shall be supervised by such officer.

ARTICLE 9- MEETINGS OF THE OWNERS

9.1 Annual Meetings

- (a) The annual meeting of the owners shall be held within The Regional Municipality of Wellington at such time and on such day in each year as the Board may determine, for the purpose of hearing and receiving the reports and statements required to be read at and laid before the owners at an annual meeting; electing directors; and for the transaction of such other business as may properly be brought before the meeting;
- (b) In circumstances where the Board reasonably determines that there are significant risks to the health and safety of owners in attending a meeting in person, the Board may, by resolution of the Board setting out its rationale for such determination, decide to allow an annual meeting to be conducted by electronic means, or by a combination of electronic and in person meeting (an "**Electronic Meeting**"); and
- (c) The annual meeting is to take place no later than six (6) months following the end of the Corporation's fiscal year.

9.2 Special Meetings

The Board shall have the power at any time to 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. In circumstances where the Board reasonably determines that there are significant risks to the health and safety of owners in attending a meeting in person, the Board may, by resolution of the Board setting out its rationale for such determination, decide to allow such meeting to be conducted as an Electronic Meeting.

9.3 Persons Entitled to be Present

The only persons entitled to attend a meeting of owners shall be:

- (a) the unit owners and mortgagees entered on the record and who are entitled to receive notice of and entitled to vote at the meeting in accordance with the Act;
- (b) any other person entitled to vote thereat;
- (c) others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting; and
- (d) any other person on the invitation of the Chairperson of the meeting or with the consent of the meeting.

9.4 Electronic Meeting Requirements

In the event a meeting is set up solely as an Electronic Meeting, such meeting shall be deemed to be held at the Corporation's address for service.

The platform used for an Electronic Meeting shall grant all those attending the ability to have real-time participation and shall permit them to reasonably and adequately observe the Electronic Meeting and communicate, in real-time, with the chair, any guests and with each other, in a manner reasonably similar to the manner in which an attendee may participate and communicate at a

meeting in person. All owners attending the Electronic Meeting shall have access all questions posed and all answers given at the meeting. All owners attending the Electronic Meeting shall have access to the result of any vote cast at the meeting.

9.5 Quorum

A quorum for the transaction of business at a meeting of the owners is twenty-five percent (25%) of the unit owners. If no quorum is present within a reasonable time after the time appointed for the holding of any meeting of the owners (such reasonable time to be determined by the Chairperson of the meeting) the meeting shall be adjourned and the Board shall call a further meeting of the owners in accordance with the Act.

In the event of an Electronic Meeting, an owner qualifies as being present for the purpose of quorum where such owner is in attendance through the electronic means chosen by the Board and the identity of the owner is capable of being confirmed by the person or platform specifically assigned such responsibility by the Board and a reliable record confirming units attending can be generated.

In the event of a meeting (whether and Electronic Meeting or not) that provides for an e-ballot to be used (as defined below), an owner who casts an e-ballot is, in addition to any owners qualified as being present at the meeting (including those present by proxy or those present at an Electronic meeting), counted towards quorum of a meeting as if such owner were present at the meeting.

9.6 Voting

- (a) At each meeting of owners, subject to the provisions of the Act, every owner shall be entitled to vote who is entitled to receive notice of the meeting and is not in arrears of common expenses;
- (b) If the unit has been mortgaged and the right to vote has been given to the mortgagee, subject to (c) below, the owner (or his or her proxy) may nevertheless represent such owner at meetings and vote in respect thereof;
- (c) In the event the mortgagee has notified the Corporation and the owner of the mortgagee's intention to exercise such right at least four (4) days before the date specified in the notice of meeting, the mortgagee or the mortgagee's proxy may exercise the right to vote;
- (d) Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient;
- (e) The Chairperson shall not, in the case of a tie, cast a deciding vote; and
- (f) Unless otherwise provided by the Act, the declaration or the by-laws, any vote shall be decided by a majority vote of those owners present in person or by proxy at a meeting called for the purpose of holding such vote.

9.7 Method of Voting

- (a) At any annual or special meeting any question may be decided by a show of hands, personally or by proxy, or by a recorded vote that is: (i) marked on a ballot cast personally or by proxy; (ii) marked on an instrument appointing a proxy; or (iii) indicated by telephonic or electronic means if the Board chooses to make available to owners a medium by which owners are able to cast a recorded vote by telephonic or electronic means (the "e-voting system"). For greater certainty, the Board must select the use of an e-voting system in any Electronic Meeting, such selection to be done with the resolution approving the Electronic Meeting.
- (b) All voting by owners shall be on the basis of and in accordance with the Act.

9.8 Proxies

Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing under with the signature in the hand of the appointer, in the form prescribed by the Act and signed by the appointer or his/her attorney. The instrument appointing a proxy may be scanned and e-mailed by the owner to the proxy, but a physical copy of the proxy shall be deposited with the Secretary of (or scrutineers at) the meeting before any vote or in accordance with other procedures established by resolution of the Board.

The Board may choose to permit an electronic proxy. In such instance, the electronic proxy system must authenticate the owner's identify as well as the validity of each proxy and such authentication will be in lieu of a signature and delivery of a physical copy.

An owner or mortgagee cannot appoint someone attending a meeting by electronic means to be a proxy for them.

9.9 E-Voting System

Votes cast by electronic voting shall be deemed a ballot (the "**e-ballot**") for the purpose of any vote conducted at the meeting for which the e-ballot was cast. All questions proposed for consideration through the e-voting system will provide the opportunity to vote in favour or against such questions and/or in favour of each candidate for election to, or removal from, the board of directors.

Any e-ballot is valid only for one meeting of the owners (and any adjournment of the meeting) and expires automatically after the completion of the meeting of owners (or completion of the adjourned meeting, as applicable).

Only an owner of a unit may cast an e-ballot and the e-voting system does not authorize another person to cast votes on behalf of an owner. The e-voting system used must authenticate the owner's identity as well as the validity of each electronic vote to ensure that the vote is not altered in transit. The e-voting system shall separate any authentication of the owner from the e-ballot, so that an e-ballot cannot be traced to a specific owner. The e-voting system shall produce an electronic receipt for each owner who casts an e-ballot, which shall include specific vote cast, as well as the date and time of submission. An electronic report generated by the e-voting system may be relied upon and countered by the scrutineers and/or chairperson at a meeting of owners for purposes of tabulating votes and such record shall be deemed to be a ballot for the purpose of the corporation's obligations to maintain records in accordance with the Act.

9.10 Representatives

An executor, administrator, committee of a mentally incompetent person, guardian, trustee or representative of a Corporation, upon filing with the Secretary of the meeting 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. If there is more than one executor, administrator, committee, guardian or trustee, the provisions relating to co-owners shall apply.

9.11 Co-Owners

If a unit or a mortgage on a unit is owned by two (2) or more persons, any one (1) of them present or represented by proxy may in the absence of the other or others vote, but if more than one (1) of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted.

ARTICLE 10- ADDITIONAL RIGHTS OF THE CORPORATION

10.1 Rights of the Corporation

The contravention of any provisions of the Act, declaration, by-laws and/or rules of the Corporation, shall give the Board, subject to its duty to act reasonably in addition to any other rights set forth in the Act and the declaration, the right to:

- (a) prohibit any person from using the facilities or any part of the common elements of the Corporation for any period of time that the Board, acting reasonably, determines appropriate;
- (b) upon reasonable notice, enter the unit, or any part of the common elements in which or with respect to which such contravention exists and to summarily abate and remove at the expense of the owner of the unit, any structure, item or condition that may exist in or about the unit or any part of the common elements contrary to the intent and meaning of the provisions of the Act, declaration, by-laws and/or rules and the Board shall not be deemed guilty of any manner of trespass; or
- (c) 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, any proceeding for compliance pursuant to the provisions of the Act; and
- (d) deem all costs incurred by the Corporation pursuant to Article 10 to be common expenses attributable to the unit and collected in the same manner as common expenses.

10.2 Non-Resident Access to Common Elements

Pursuant to S. 56(1)(k) of the Act those persons who are not residents or guests of residents are not entitled to use any of the facilities or amenities, which are common element areas of the Corporation.

10.3 Indemnification by Owners

- (a) the owner of a unit is responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage to the owner's unit, that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible;
- (b) pursuant to subsection 105(3) of the Act:
 - (i) the owner of a unit is responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage to the owner's unit, the common elements or other units, that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible;
 - (ii) where damage occurs in or to a unit in the Corporation, (excluding the owner's improvements and personal belongings), and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage occurs, shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage;
 - (iii) where damage occurs in or to a unit, the common elements and/or other units (excluding the owner's improvements and personal belongings) and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage originated shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage;

- (iv) should an incident cause damage to more than one (1) unit, or to the exclusive use common element area(s) appurtenant to more than one unit, and where such damage was not caused by, nor the result of an act or omission on the part of the Corporation and/or its directors, officers or agents, then the owner of each unit that has suffered such damage shall indemnify and save the Corporation harmless from and against the amount which is equivalent to such owner's proportionate share of the total deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation (and that is applicable to the insurance claim for the repair of such damage, on the express understanding that the proportionate share of the deductible payable by each unit owner that has suffered damage shall be determined by the board of directors, acting reasonably, after taking into account or applying the deductible thresholds provided in the immediately preceding subparagraph (ii) and (iii) above.
- (c) each owner shall indemnify and save the Corporation harmless from and against any and all damages, loss and/or cost, which the Corporation may suffer or incur resulting from, or caused by an owner, or any person, thing or animal for whom or for which the owner is responsible including, but not limited to:
 - (i) all legal costs and disbursements incurred by the Corporation; and
 - (ii) any costs incurred by the Corporation:
 - (A) to redress, rectify and/or obtain relief from any injury, loss or damage;
 - (B) by reason of breach of the Act, declaration, by-laws and/or any rules of the Corporation in force from time to time; and/or
 - (C) in relation to the enforcement of any rights or duties pursuant to the Act, the declaration, the by-laws and/or the rules of the Corporation, including the need for an oppression remedy;
- (d) all amounts for which the unit owner is responsible pursuant to this by-law shall form part of the contributions to the common expenses payable for the particular unit.

ARTICLE 11- ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Common Expenses and Budget

- (a) all expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Corporation and any other expenses, charges or costs which the Board may incur or expend pursuant to its duties 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 or in accordance with the provisions of the Act; and
- (b) the Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board should allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the declaration.

11.2 Reserve Fund

- (a) the Board shall establish and maintain a reserve fund(s) in accordance with the Act;
- (b) the reserve fund(s) shall be kept in a separate interest bearing account with an institution in accordance with the Act; and

- (c) shall be invested in accordance with the Act.

11.3 Extraordinary Expenditures

Any expenditure not contemplated in the budget and for which the Board shall not have sufficient funds may be assessed at any time during the year, in addition to the annual assessment, by the Board serving notices of such further assessment on all owners, which shall include a written statement setting out the reasons for the extraordinary assessment.

11.4 Delivery of Assessments

- (a) the Board shall give notice to all owners of the amount of common expenses payable by each of them respectively, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the record; and
- (b) extraordinary assessments shall be payable by each owner within ten (10) days after the delivery of notice thereof to such owner, unless a further period of time has been determined by resolution of the Board and set out in such notice.

11.5 Owners' Obligations To Pay Assessments

- (a) notwithstanding that common expenses are levied on the basis of an annual assessment, the Board shall permit owners to make their common expense payments in twelve (12) instalments due on the first day of each month. Each owner shall be obliged to pay to the Corporation the full amount of such annual assessment within ten (10) days after the delivery or mailing of the notice of the annual assessment to the owner;
- (b) if the Board enacts a resolution requiring owners to pay their common expense payments either by pre-authorized chequing or by post-dated cheques, the owners shall arrange for the payment of their proportionate shares of the common expenses by means of a pre-authorized chequing or post-dated cheques or other similar plan approved by the Board. Each owner who does not pay common expenses by pre-authorized chequing, shall deliver to the corporation, prior to the date the first common expense payment is due for the next fiscal year, twelve (12) equal consecutive monthly payments by post-dated cheques payable to the Corporation on the first day of each and every month during the annual fiscal period commencing the first day that year. Where the Board approves a pre-authorized chequing plan the Corporation shall be entitled to debit the bank account of the owner each month to collect one-twelfth (1/12) of the annual assessment, which may, at the Board's discretion be applied towards the payment of any other amounts owing to the Corporation. The Board may, by resolution, authorize such alternate methods of payment as it may reasonably determine provided always that any such method of payment shall apply consistently to and for the convenience of all owners. The acceptance by the Board of this alternate method of payment by the owner does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided; and
- (c) the Board may, by resolution, authorize such alternate methods of payment as it may reasonably determine provided always that any such method of payment shall apply consistently to and for the convenience of all owners. The acceptance by the Board of this alternate method of payment by the owner does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided.

11.6 Default In Payment

- (a) arrears of payment required to be made under the provisions of the Act, declaration, by-laws or rules shall bear interest at the rate of eighteen percent (18%) per annum compounded monthly or such other rate as the Board may by resolution determine, until payment has been received in full from the owner. Interest at the aforesaid rate shall be charged from time to time on the unpaid balance of common expenses

plus unpaid interest and any legal costs incurred by the Corporation in the collection or attempted collection of the unpaid amount and interest shall be charged upon the aggregate total amount monthly and shall be compounded monthly until paid; and

- (b) in any collection or attempted collection proceedings, including lien proceedings and/or sale or other court proceeding instituted by the Corporation to collect common expenses, or other amounts deemed to be common expenses, from the owner, there shall be added to any amount found due all costs incurred by the Corporation and all legal costs on a substantial indemnity basis (formerly known as solicitor and client costs) incurred in such action.

ARTICLE 12- BANKING ARRANGEMENTS AND CONTRACTS

12.1 Banking Arrangements

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by at least two people, one of whom shall be a member of the Board, and another person(s), as the Board may designate 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 such banking business, and the defining of the rights and powers of the parties thereto and any act or thing on the Corporation's behalf to facilitate such banking business.

12.2 Execution of Instruments

Subject to the provisions of the Act, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or the Vice-President, together with any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions of the Act, the Board may at any time and from time to time, direct the manner in which, and the person(s) by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

12.3 No Seal & Signing Authority

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 validity and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

Except where otherwise set out in this by-law or delegated in accordance with a management agreement, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two members of the Board.

12.4 Execution of the Status Certificate and Notices of Lien and Discharges of Liens

The Status Certificate, Notices of Lien and Discharges of Liens, as required by the Act, may be signed by any officer or any director of the Corporation, or any person authorized by resolution of the Board of Directors with or without the seal of the Corporation affixed thereto, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE 13- MISCELLANEOUS

13.1 Invalidity

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

13.2 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.

13.3 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.

13.4 Amendment

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

13.5 Conflicts

- (a) in the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules and regulations, the Act shall prevail;
- (b) in the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules and regulations, the declaration shall prevail, unless the by-law or rule has been amended after the registration of the declaration as provided for in the Act; and
- (c) in the event the provisions of the Act or the declaration are silent the provisions of the by-laws shall prevail.

WITNESS the corporate seal of the Corporation this _____ day of _____, 202__.

**WELLINGTON STANDARD
CONDOMINIUM CORPORATION NO.**

•

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

Wellington Standard Condominium Corporation No. (known as the "**Corporation**")
certifies that:

- 1. The copy of By-law Number 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 day of, 202...

WELLINGTON STANDARD
CONDOMINIUM CORPORATION NO.
●

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation

MATTAMY (TRU-VILLA) LTD.

BY-LAW NO. 2
WELLINGTON STANDARD CONDOMINIUM CORPORATION NO. ●

BE IT ENACTED as a By-law of Wellington Standard Condominium Corporation No. ● (the "Corporation") as follows:

The schedule appended hereto as Schedule "A" shall constitute a standard unit for each classification of residential unit as set out therein.

WITNESS the corporate seal of the Corporation this _____ day of _____, 202__.

WELLINGTON STANDARD CONDOMINIUM
CORPORATION NO. ●

Per:

Name:
Title: President

Per:

Name:
Title: Secretary

We have authority to bind the Corporation.

DRAFT

SCHEDULE "A"

STANDARD UNIT

RESIDENTIAL UNIT CLASS

The boundaries of the residential units are defined in Section 1.4 and Schedule "C" of the Corporation's Declaration.

Pursuant to clause 56(1)(h) of the *Condominium Act, 1998*, the standard unit for the Residential Unit Class is defined as consisting of the following items of the type and quantity installed by the builder:

KITCHEN

- Under mount single compartment kitchen sink (as per plans)

LAUNDRY

- Vent to exterior
- Electrical outlet for future washer
- Laundry tub with shut off valve in finished laundry room, or unfinished storage / utility room (as per plans)

BATHROOMS

- Vanity light fixture
- Exhaust fans
- Shut off valves
- Acrylic bathtubs
- Energy efficient water saver shower head and toilet tank

GENERAL

- White paint on interior walls, trim, and doors
- Smooth painted ceilings throughout
- Ceiling height of approximately 9' on ground level suites and 2nd floor suites and 8' on all 3rd floor suites (excluding bulkheads required for mechanical or structural purposes)
- Interior arches height of approximately 8' on ground level suites and 2nd floor suites and 7' on all 3rd floor suites
- Garage drywalled and primed
- 1 ¼" gas supply lines

GENERAL MECHANICAL/ELECTRICAL

- 100 amp service with circuit breaker type panel
- Ceiling light fixture in foyer, in kitchen/breakfast area, den, halls, finished laundry room, family room / great room, dining room and all bedrooms where applicable (as per plans)
- Capped ceiling outlet(s) for light fixtures above dining area, where applicable
- Smoke detector
- Carbon monoxide detector
- Pre-wired for cable TV in living room with telephone capabilities

For greater certainty the following are EXCLUDED from the definition of the standard residential unit unless specifically noted above:

- appliances, whether affixed to the unit or otherwise, including without limitation, washers, dryers, dishwashers, ranges, range hoods, microwaves, freezers and refrigerators
- all cabinetry, islands, vanities, tubs, showers, shower enclosures, fixtures, toilets and sinks
- all countertops, vanity tops and island tops
- all floor coverings, including without limitation, carpet, tiles, hardwood, laminated flooring, engineered hardwood and linoleum

- all faucets and taps
- all light bulbs of any type, including without limitation, incandescent, halogen, LED or fluorescent
- all coverings, finishes and items placed on or attached to a vertical surface, including without limitation, tiles, paint, wallpaper, towel bars, toilet paper dispensers and soap holders
- Baseboards, trim and door casings

Anything not defined as part of the standard residential unit shall be deemed to be an improvement made to the unit and therefore not form part of the standard unit.

NOTES APPLICABLE TO EACH UNIT CLASS:

1. The boundaries of the Standard Units are defined in Section 1.4 and Schedule "C" of the Corporation's Declaration.
2. Notwithstanding anything in the above definition, any item listed above which is leased and not owned by the owner of the applicable residential unit does not form part of the said Standard Units.
3. Any of the aforementioned materials, models or brands may be replaced with materials, models or brands that are of similar or better quality and finish.
4. Should a dispute/disagreement arise over the quality and/or finish of any item listed above, the final and unfettered determination of same shall be reserved to the board of directors.
5. The Standard Unit for all classes of units shall not include any flooring material of any sort (i.e. without limiting the generality of the foregoing, carpet, wood floor and/or tiles, and any underlying and adhesive of any sort) unless specifically stated otherwise.
6. Reference to "plan" or "plans" is a reference to the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s). Where an item is noted "as per plan" then the item is included in a unit where shown on the plans.

Except as excluded herein, the Standard Unit for each unit class shall include those items forming part of the unit as provided in the Declaration and Description.

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

Wellington Standard Condominium Corporation No. (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 owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this day of, 202...

WELLINGTON STANDARD CONDOMINIUM
CORPORATION NO. ●

Per:

Name: _____
Title: President

Per:

Name: _____
Title: Secretary

We have authority to bind the Corporation.

CLAIRMONT CONDOMINIUMS

BY-LAW NO. 3

WELLINGTON STANDARD CONDOMINIUM CORPORATION NO. ●

A by-law respecting the assumption by the Corporation (hereinafter defined) of the Assigned Agreements (as defined in the accompanying draft Assignment Agreement) between the Declarant, or the Declarant's predecessors in title, and the parties to the Assigned Agreements.

AND WHEREAS the Assigned Agreements run with the lands comprising this Corporation and bind the owners, from time to time, of the units and common elements of Wellington Standard Condominium Corporation No. _____;

BE IT ENACTED as a by-law of Wellington Standard Condominium Corporation No. _____ (the "**Corporation**") as follows:

1. That all the terms, provisions and conditions set forth in the Assigned Agreements which are intended to bind the owner and its successors and assigns are hereby assumed, sanctioned and ratified by the Corporation in the same manner as if it were an original signatory to the Assigned Agreements in this regard.
2. That the Corporation is further authorized to enter into an assignment agreement (the "**Assignment Agreement**") in the general form annexed hereto, with the Declarant and the parties to the Assigned Agreements to assume all of the obligations and liabilities of the Assigned Agreements. Pursuant to the Assignment Agreement, the Corporation shall indemnify and save harmless the Declarant (its officers, directors and shareholders) from any and all claims, causes of action, damages and costs whatsoever, including legal costs (on a substantial indemnity basis) arising from any breach, default or omission by the Corporation of the ongoing obligations of an owner as set forth in the Assigned Agreements, together with an obligation of this Corporation to execute any further documents or assurances that the Declarant and/or the other parties to the Assigned Agreements may require in order to give full effect to the provisions pertaining to the obligations and responsibilities set forth in the Assigned Agreements.
3. The President and the Secretary be and are hereby authorized to enter into the Assignment Agreement for and on behalf of the Corporation. The affixing of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

WITNESS the corporate seal of the Corporation this _____ day of _____, 202__.

**WELLINGTON STANDARD
CONDOMINIUM CORPORATION NO.
●**

Per: _____
President

Per: _____
Secretary

I/We have authority to bind the Corporation

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

Wellington Standard Condominium Corporation No. (known as the "**Corporation**")
certifies that:

- 4. The copy of By-law Number 3, attached as Schedule A, is a true copy of the By-law.
- 5. The By-law was made in accordance with the *Condominium Act, 1998*.
- 6. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this day of, 202...

WELLINGTON STANDARD
CONDOMINIUM CORPORATION NO.
●

Per: _____
President

Per: _____
Secretary

I/We have authority to bind the Corporation

ASSIGNMENT AGREEMENT

A SCHEDULE TO BY LAW NO. 3
WELLINGTON STANDARD CONDOMINIUM CORPORATION NO. ____

To: Mattamy (Tru-Villa) Ltd. (the "**Declarant**")

And To: The Town of Milton

And To: All parties to the Assigned Agreements

WHEREAS the Corporation is required to assume certain obligations of the Declarant regarding various unregistered agreements and agreements registered on title to the lands comprising (in whole or in part) this Condominium including, without limiting the generality of the foregoing, the following agreements:

(full particulars of all registered restrictions, construction, development, site plan, like and similar agreements will be inserted here following registration of the condominium plan comprising this Condominium)

(collectively, the "**Assigned Agreements**"), and including, in each case, the actual agreements appended to any notice of agreement.

between the Declarant and/or the Declarant's predecessors in title, and the parties to the Assigned Agreements (the "**Benefiting Parties**");

NOW THEREFORE this Agreement witnesseth in consideration of the mutual covenants and agreements hereinafter set forth and of further good and valuable consideration and the sum of Ten Dollars (\$10.00) of lawful money of Canada, paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

1. The Corporation hereby agrees to take an assignment and be bound by all of the covenants, agreements and ongoing obligations of an owner pursuant to the Assigned Agreements in the same manner as if the Corporation were an original signatory thereto.
2. The Corporation further agrees to indemnify and save harmless the Declarant (its directors, officers and shareholders) from any and all claims, causes of action, damages and costs whatsoever, including legal costs (on a substantial indemnity basis) arising from or in respect to any breach, default or omission by this Corporation of the obligations of an owner as set forth in the Assigned Agreements, and of its obligations to the Declarant under this Agreement.
3. The Corporation covenants and agrees to provide to the Declarant and/or to the Benefiting Parties, forthwith upon request of any of them, any and all further written assurances regarding the obligations by this Corporation relating to the Assigned Agreements, at no cost to the Declarant and/or to the Benefiting Parties.

Dated this _____ day of _____,202____.

**WELLINGTON STANDARD
CONDOMINIUM CORPORATION NO.**

Per: _____
President

Per: _____
Secretary

We/I have authority to bind the Corporation

MATTAMY (TRU-VILLA) LTD.

Per: _____

DRAFT

CLAIRMONT CONDOMINIUMS

WELLINGTON STANDARD CONDOMINIUM CORPORATION NO. ●

BY-LAW NO. 4

A by-law respecting the entering into of a non-objection agreement (the "**Non-Objection Agreement**") between the Corporation (hereinafter defined), and Mattamy (Tru-Villa) Ltd. (the "**Declarant**") to facilitate the Declarant's land use approvals and construction of the Development (as defined in the attached Non-Objection Agreement).

WHEREAS the Declaration of this Corporation requires that the Corporation enter into the Non-Objection Agreement with the Declarant.

BE IT ENACTED enacted as a by-law of Wellington Standard Condominium Corporation No. ● (the "**Corporation**") as follows:

1. The Corporation be and it is hereby authorized to enter into the Non-Objection Agreement, substantially in the form annexed hereto, with the Declarant and to execute any further documents or other assurances with the Declarant, and its related and affiliated entities and each of its respective successors and assigns, as may be required from time to time in order to give effect to the provisions of the Non-Objection Agreement.
2. That all terms, provisions and conditions set out in the Non-Objection Agreement including, without limitation, all covenants and agreements made by or on behalf of this Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. Each of the parties shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
4. That the President and Secretary are hereby authorized to execute, on behalf of the Corporation, the Non-Objection Agreement, together with all other documents or instruments. The affixing of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

WITNESS the corporate seal of the Corporation this _____ day of _____, 2025.

WELLINGTON STANDARD CONDOMINIUM
CORPORATION NO. ●

Per:

Name:
Title: President

Per:

Name:
Title: Secretary

We have authority to bind the Corporation.

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

Wellington Standard Condominium Corporation No. ● (known as the "**Corporation**") certifies that:

- 1. The copy of By-law Number 4, 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 _____ day of _____, 2025.

**WELLINGTON STANDARD CONDOMINIUM
CORPORATION NO. ●**

Per:

Name:
Title: President

Per:

Name:
Title: Secretary

We have authority to bind the Corporation.

DRAFT

NON-OBJECTION AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 202●.

BETWEEN:

WELLINGTON STANDARD CONDOMINIUM CORPORATION NO. ●

(the "Corporation")

- and -

MATTAMY (TRU-VILLA) LTD.

(the "Declarant")

WHEREAS the Corporation is a registered condominium corporation in the City of Guelph;

AND WHEREAS the Declarant owns neighbouring and adjacent lands to this Corporation, legally described as [legal description of the adjacent lands will be inserted prior to execution of this agreement] (the "Lands");

AND WHEREAS the Declarant intends on constructing high rise mixed use condominium project including ancillary retail and commercial space developments on the Lands (collectively, the "Development");

AND WHEREAS the Corporation has no objections to the Development and supports the Development and any other development substantially similar to the same and the duties of the Corporation include entering into an agreement covenanting to support the Development.

NOW THEREFORE IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. the Corporation covenants and agrees that it shall not object, either directly or indirectly through third parties, to any present or future applications (including but not limited to, Official Plan Amendments, zoning, minor variance, consent application, condominium, subdivision, site plan or planning or related or ancillary applications – together the "Planning Applications") made from time-to-time by the Declarant with respect to the Development.
2. the Corporation shall, if so requested by the Declarant, provide a letter to a party or parties as directed by the Declarant, indicating its support of any Planning Applications made from time-to-time by the Declarant with respect to the Development.
3. the Corporation acknowledges and agrees that in the case of a breach of this Agreement, the Declarant will be entitled to exercise all of the remedies available to it in law or in equity. While in no way limiting the generality of the previous sentence, the Corporation hereby consents to the Declarant obtaining an injunction and/or preliminary injunction in the event of a breach and the Corporation also hereby recognizes that damages are not an adequate remedy for breach of this agreement and, as such, consents to an order for substantial performance if one is sought by the Declarant.
4. Each of the parties shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
5. Any notice, consent, determination or other communication required or permitted to be given under this Agreement (a "Notice") must be in writing and delivered personally to the applicable Party during normal business hours at the address set out below (a personally delivered Notice will be deemed to be received by the addressee when actually delivered) or sent by registered mail, postage prepaid, to the applicable Party (Notices so sent will be deemed to have been received by the addressee on the third Business Day following the date of mailing), except that in the event of an actual or threatened postal strike or other labour disruption that may affect the mail service in Oakville, Ontario Notices will not be mailed.

(a) **Addresses for Notice.** The addresses of the Parties are as follows:

(i) in the case of the Corporation:

c/o Melbourne Property Management Inc.
1244 Caledonia Road, Suite 100
North York, ON M6A 2X5

Attention:Property Manager

(ii) in the case of the Declarant:

c/o Mattamy (Tru-Villa) Ltd.
6696 Financial Drive
Mississauga, ON L5N 7J6

Attention: President

6. This Agreement shall enure to be benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.
7. The Declarant shall have the right to assign this Agreement and the rights granted hereunder to any of its related or affiliated entities without notice or consent of the Corporation.
8. This Agreement is governed by and to be construed in accordance with the laws of the Province of Ontario.
9. This Agreement may be executed in any number of counterparts, with the same effect as if all parties had signed the same document and all such counterparts shall be construed together and shall constitute one and the same agreement. In addition, this Agreement may be executed and transmitted by facsimile or electronically (scanned and transmitted by email) and that the reproduction of signatures by way of facsimile or such electronic transmission will be treated as though such reproduction were executed originals.

IN WITNESS WHEREAS the parties have executed this Agreement as of the date first written above.

WELLINGTON STANDARD CONDOMINIUM CORPORATION NO. ●

Per:

Name:
Title: President

Per:

Name:
Title: Secretary

We have authority to bind the Corporation.

MATTAMY (TRU-VILLA) LTD.

Per:

Name:
Title:

Per:

Name:
Title:

We have authority to bind the Corporation.

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

Wellington Standard Condominium Corporation No. ● (known as the "**Corporation**") certifies that:

- 1. The copy of By-law Number 5, 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 ____ day of _____, 202●.

**WELLINGTON STANDARD CONDOMINIUM
CORPORATION NO. ●**

Per:

Name:
Title: President

Per:

Name:
Title: Secretary

We have authority to bind the Corporation.

CLAIRMONT CONDOMINIUM

WELLINGTON STANDARD CONDOMINIUM CORPORATION NO. ●

BY-LAW NO. 5

A by-law respecting the entering into of a limitation agreement (the "**Limitation Agreement**"), substantially in the form annexed hereto, between Mattamy (Tru-Villa) Ltd. (the "**Declarant**") and the Corporation (hereinafter defined).

WHEREAS the declaration of this Corporation requires the Corporation to enter into the Limitation Agreement.

BE IT ENACTED as a by-law of Wellington Standard Condominium Corporation No. ● (the "**Corporation**") as follows:

1. That the Corporation be and it is hereby authorized to enter into the Limitation Agreement, substantially in the form annexed hereto, with the Declarant and to execute any further documents or other assurances with the Declarant, as required from time to time, to give effect to the provisions of the Limitation Agreement.
2. That all terms, provisions and conditions set out in the Limitation Agreement including, without limitation, all covenants and agreements made by or on behalf of this Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. Each of the parties shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
4. That the President and Secretary are hereby authorized to enter into the Limitation Agreement for and on behalf of the Corporation. The affixing of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

WITNESS the corporate seal of the Corporation this _____ day of _____, 202●.

WELLINGTON STANDARD CONDOMINIUM
CORPORATION NO. ●

Per:

Name:
Title: President

Per:

Name:
Title: Secretary

We have authority to bind the Corporation.

LIMITATION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025.

BETWEEN:

WELLINGTON STANDARD CONDOMINIUM CORPORATION NO. ●

(the "**Corporation**")

- and -

MATTAMY (TRU-VILLA) LTD.

(the "**Declarant**")

WHEREAS the Declaration creating the Corporation required the Corporation to enter into this Agreement.

IN CONSIDERATION OF the mutual covenants herein contained, and for other good and valuable consideration and the sum of Ten Dollars (\$10.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree each with the others as follows:

1. It is agreed between the Corporation and the Declarant that: (i) the Corporation has no rights against the Declarant beyond those that are specifically granted to the Corporation under the Ontario New Home Warranties Plan Act and by the Tarion Warranty Corporation, and, in the case of each, any successor, body or statute; (ii) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Corporation that fall within the jurisdiction of the Tarion Warranty Corporation, and, in the case of each, any successor, body or statute is through the process established for and administered by the Tarion Warranty Corporation; (iii) if required by the Declarant, in its discretion, the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation, and, in the case of each, any successor, body or statute as a sole and final arbiter of all such matters; (iv) the Corporation indemnifies and saves the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Limitation Agreement; and (v) the Limitation Agreement shall not be terminated or terminable by the Corporation following the turnover meeting.
2. Each of the parties shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
3. Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery or written electronic communication which results in a written or printed notice being given to the applicable address set forth below:
 - (a) in the case of the Corporation addressed to it at:

c/o Melbourne Property Management Inc.
1244 Caledonia Road, Suite 100
North York, ON M6A 2X5

Attention: Property Manager
 - (b) and in the case of the Declarant addressed to it at:

c/o Mattamy (Tru-Villa) Ltd.
6696 Financial Drive
Mississauga, ON L5N 7J6

Attention: President

IN WITNESS WHEREOF the parties hereby have hereunto caused their respective corporate seals to be affixed, duly attested by the hands of their proper signing officers authorized in that behalf as of the date first above written.

WELLINGTON STANDARD CONDOMINIUM CORPORATION NO. ●

Per:

Name:
Title: President

Per:

Name:
Title: Secretary

We have authority to bind the Corporation.

MATTAMY (TRU-VILLA) LTD.

Per:

Name:
Title:

Per:

Name:
Title:

We have authority to bind the Corporation.

DRAFT

CLAIRMONT CONDOMINIUMS
GENERAL RULES

The following rules made pursuant to the *Condominium Act*, S.O. 1998, as amended (the "**Act**") shall be observed by all owners and any other person(s) occupying the unit with the owner's approval, including, without limitation, members of the owner's family, his/her tenants, guests and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of the rules and regulations in force from time to time by any owner, or by his/her family, guests, servants, agents or occupants of his/her unit, shall be borne and/or paid for by such owner and may be recovered by the Corporation against such owner.

A. General Regulations

1. No owner of any unit shall do or permit anything to be done in his/her unit, or bring or keep anything therein which will in any way increase the risk of fire or the fire insurance premiums on any building, or on property kept therein, and no owner shall do or permit anything to be done in his/her unit or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the regulations of the City of Guelph Fire Department, or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
2. Owners and their families, guests, visitors, servants and agents shall not create or permit the creation or continuance of any noise or nuisance which, in the opinion of the Board of Directors or the Building 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.
3. No unit owner or occupant or any other person shall smoke or hold lighted tobacco or any other burning or smouldering substance in: (a) the Common Elements within any building or structure contained in the Condominium Plan; (b) any outside area on the Condominium Plan that is less than three (3) meters from any building or structure contained in the Condominium Plan or such further distance as may be prescribed by the Board from time to time; and (c) any residential unit from which smoke has emanated in the past which, in the absolute discretion of the Board, has or could have caused any irritation or discomfort to any other occupant in the building. This is not intended to be used as an absolute prohibition against smoking in the units, but is only intended to stop smoking in units where the smoke that has emanated from such units has caused irritation or discomfort as set out above in the past. Any such prohibition if applied shall end at such time as no owner or occupant who was residing in the unit at the time such smoke emanated therefrom is residing in the units unless the substance being smoked is prescribed by a medical doctor licensed to practice medicine in Ontario and then only if being smoked in strict compliance with the terms of such prescription, within a residential unit and in compliance with reasonable rules prescribed by the Board from time to time with reasonable efforts being made by the person so smoking such substance to eliminate any irritation and discomfort to others.

B. Residential Units

1. No immoral, improper, offensive or unlawful use shall be made of any residential unit or of the Condominium property. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies having jurisdiction shall be strictly observed.
2. The filming of any movie for commercial purposes in any residential unit or on the common elements is prohibited except when authorized by written consent from the Board of Directors.
3. No auction sales or events to which the general public is invited shall be allowed in any unit or on the common elements, without the prior written consent of the Board of Directors.
4. Each owner shall install, maintain and repair a smoke or similar fire detection device in his/her residential unit, provided that such device is approved by the Underwriters' Laboratories of Canada.
5. After using any washing machine, each owner, his/her tenant, guest, servant or agent shall immediately turn off the taps to both the hot and cold water supply.
6. No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her residential unit or adjacent common elements. Owners shall immediately report to the Building Manager all incidents of pests, insects, vermin or rodents and all owners shall fully cooperate with the Building Manager to provide access to each residential unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the building.
7. No awnings, shades, screens, enclosures or structures whatsoever shall be erected over the outside of any window, or on any balcony or terrace without the prior written consent of the Board of Directors.
8. No outside painting shall be done other than by the Corporation to the exterior of the building, railings, doors, windows, balconies, terraces or any other part of the property.
9. With the exception of any sign units, if any, owned by the Declarant, its successors and assigns, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board of Directors, unless as specifically contemplated in the Declaration.
10. Water shall not be left running unless in actual use.

11. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who has, or whose family, guests, visitors, servants or agents have caused such damage.
12. Nothing shall be thrown out of windows or doors of the buildings.
13. Owners shall not overload existing electrical circuits in their units.
14. No storage of any combustible or offensive goods, provisions or materials shall be kept in any unit or the common elements.
15. No mops, brooms, dusters, rugs or bedding shall be shaken from any external window, door or those parts of the common elements over which the owner has exclusive use.
16. With the exception of any communication control units, if any, owned by the Declarant, no television antenna, aerial, satellite dish, tower or similar structure and similar appurtenances thereto shall be erected on or fastened to any unit, except in connection with a common television cable system supplying service to the building.
17. Only seasonal furniture is permitted to be kept on balconies or terraces. All such items shall be safely secured in order to prevent such items from being blown off the Exclusive Use Areas by high winds.
18. No major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher, other common household electrical appliances, and any electrical appliances originally provided by the Declarant shall be installed or used in any unit without the prior written consent of the Board of Directors.
19. No noise shall be permitted to be transmitted from one residential unit to another. If the Board of Directors determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the owner of such unit shall at his/her expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board of Directors. If the owner of such residential unit fails to abate the noise, the Board of Directors shall take such steps as it deems necessary to abate the noise and the owner shall be liable to the Corporation for all expenses thereby incurred in abating the noise (including reasonable solicitor's fees).

C. **Moving**

Upon moving from a residential unit, the owner or occupant vacating the premises shall surrender all of the common element keys, parking and entry cards (if any) in his/her possession or control to the Building Manager and so as to enable these to be passed on to the new resident(s) of the residential unit. Purchasers or tenants acquiring a residential unit must register with the Building Manager prior to moving in date at which time arrangements will be made for delivery of the common element keys.

D. **Tenancies**

1. Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leasing of Residential Units set forth in the Declaration. If an owner fails to obtain the statement and covenant from his/her tenant as required pursuant to the Declaration, or fails to ensure his/her own compliance and that of his/her tenants with the requirements of the Condominium Act, the Declaration and the Rules, any person or persons intending to reside in the residential unit and common elements shall be considered to be an unauthorized person and entry to the building or any part of the common elements including the recreational amenities may be expressly denied by the Building Manager until such person(s) and the owner have fully complied with the Act, the Declaration and the Rules.
2. Within 20 days of ceasing to rent any of an owner's units (or within 20 days of his/her being advised that his/her tenant has vacated or abandoned such unit(s), as the case may be) the owner shall notify the Building Manager in writing that the residential unit is no longer rented and shall be personally responsible to the Corporation for the return of any keys, identification cards, parking garage entry device (if any) or similar means of identification or access initially provided to such tenant and for any additional costs incurred by the Corporation by reason of the owner's failure to comply with this/her rule.

E. **Pets**

1. No owner or occupant of a residential unit shall maintain, keep or shelter any animal livestock, reptile or fowl other than a household pet. For the purposes of this restriction the term "household pet" shall have the meaning set out in the registered Declaration unless such animal or pet, in the opinion of the Board of Directors, acting reasonably, constitutes an unreasonable interference of the use and enjoyment by other owners of other residential units in this Condominium and as may be provided for in the Declaration, in which event the Corporation may require the pet owner to permanently remove such pet from the property upon two (2) weeks written notice.
2. Any dog(s) or cat(s) must wear a collar with the identification of its owner.
3. No dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time. No breeding of pets for sale shall be carried on in the property.

4. No pet shall be permitted to make excessive noise. For the purpose of this provision "**Excessive Noise**" shall mean noise which is annoying or disturbing to any owner, but nothing herein shall restrict the discretion of the Board of Directors of building management.
5. Unless within the confines of a residential unit, all dogs and cats shall be kept or held in hand by means of a short lead, leash or chain and this provision shall be applicable to the whole of the common elements whether interior or exterior.
6. No pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise, and in the event of same, the owner of the pet shall make good such damage and effect the removal of waste and save harmless the Corporation from any expense in connection therewith.
7. Anyone who keeps a pet on the property contrary to these rules (or any of them) shall within two (2) weeks of receipt of a written notice from the Board of Directors or the Building Manager requesting the removal of such pet, permanently remove such pet from the property.

F. **Parking**

1. Each owner, or resident, shall provide the Corporation with the licence numbers of all motor vehicles driven by residents of that particular unit. The registry of such numbers shall be used only for the conduct of Corporation business.
2. All motor vehicles operated by residents or their visitors and parked in the parking garage must be registered with the Building Manager. Residents are required to properly display parking stickers or decals in their vehicles at all times.
3. All moving vans and delivery vehicles are required to register with the Building Manager or the superintendent, the following information:
 - (a) driver's name
 - (b) driver's company
 - (c) licence plate number
 - (d) name of resident and apartment for delivery
 - (e) arrival and departure time.
4. No motor vehicle, other than a private passenger automobile, motorcycle, stationwagon or family van, shall be parked in any parking unit.
5. Parking is prohibited in the following areas:
 - (a) fire routes
 - (b) entranceways, traffic circles, delivery and service areas and any other part of the common elements
 - (c) parking units and/or combined parking/locker units other than the parking units and/or combined parking/locker units specifically designated in the Declaration and in the Management Office for the resident's use.
6. In the event of the mechanical breakdown of a motor vehicle, the owner of such vehicle shall push the vehicle out of any right-of-way and notify the Building Manager or security of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.
7. No repairs other than minor emergency repairs shall be made to any motor vehicle parked or left standing in any parking unit unit or upon the common elements.
8. No owner shall plug in or cause to be plugged into any electrical service, any in-car or block heater, except for electric car charging outlets in such parking spots that are specifically designated for this purpose.
9. A motor vehicle shall not be driven on any part of the common elements at a speed in excess of the posted speed nor on any part of the common elements which has not been designated for the passage of motor vehicles.
10. No person shall park a motor vehicle in contravention of these Rules in default of which such person shall be liable to be fined or to have his/her motor vehicle towed from the property under city by-laws in which event the Corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.

G. **Additional Rules and Enforcement**

In accordance with the Condominium Act, the Board of Directors may pass further rules respecting the use of the common elements and units or any of them 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.

The rules shall be reasonable and consistent with the Act, the Declaration and By-Laws and the owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of owners duly called for that purpose.



Condominium Authority of Ontario Residential Condo Buyers' Guide



Condominium
Authority of
Ontario



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INTRODUCTION

The CAO Residential Condo Buyers' Guide (the "CAO Condo Buyers' Guide" or "Guide") has been prepared by the Condominium Authority of Ontario to provide Ontario condo buyers with information that can help them make better purchasing decisions and also help better prepare them for condo living. The CAO is an organization that aims to improve condo living by providing services and resources for condo communities. The Minister of Public and Business Service Delivery and Procurement has delegated responsibility for the development of this Guide to the CAO and approved its contents.

According to section 72 (1) of the [Condominium Act, 1998](#), this Guide must be provided to buyers of pre-construction/new residential ("pre-construction") condo units purchased from either the [developer](#) or someone working for the developer. The buyer has a 10-day [cooling-off period](#) starting from the latest date on which they receive a copy of the most recent Guide, the fully signed [purchase agreement](#), and the most recent [Disclosure Statement](#). The 10-day period begins when the buyer has received all three documents. During this period, the buyer may cancel the purchase agreement by providing written notice to the developer. Buyers are strongly advised to review these documents carefully with their legal counsel during this time. Although this Guide is not required to be provided to buyers of resale condo units and only applies to residential condos, it offers valuable information on various aspects of condo buying and living.



1. WHAT IS A CONDOMINIUM?

Most people think of condos as high-rise residential towers in urban areas. A better way to think of a condo is as a shared real estate ownership structure. Owners collectively share ownership of the condo corporation's common elements and assets. Condo living also involves community engagement, as owners participate in collective decision-making. Condos are also diverse, with many existing in suburban and rural areas as well as urban centres, and with unique and differing set ups.

Condo communities are governed by a board of [directors](#) that are typically volunteers. Directors are elected by the owners, and each community has its own unique structure and [rules](#).

What this means is that purchasing a condo allows someone to become part of a community where they are directly responsible for paying their share of the community's upkeep, following its rules, staying informed about its operation, and voting on important decisions that affect all owners and more. Here's a summary of what condo owners can, should, and must do:

OWNERS CAN:

- Seek election to their condo's board of directors
- Request an [owners' meeting](#) to discuss important matters in their community (provided the statutory requirements are met)
- Request to review condo [records](#)
- Request an item for discussion be added to the agenda for an owners' meeting

OWNERS SHOULD:

- Attend and vote at owners' meetings
- Always strive to resolve issues collaboratively
- Review all communications provided by the [condo corporation](#), such as [information certificates](#), financial statements, [reserve fund studies](#), and any other communications

OWNERS MUST:

- Abide by the [governing documents](#)
- Notify the corporation if they lease their unit
- Repair and maintain the unit in accordance with the Condo Act and governing documents
- Pay [condo fees](#) on time
- Use the common areas and amenities in accordance with the governing documents
- Allow the condo corporation access to their unit when necessary

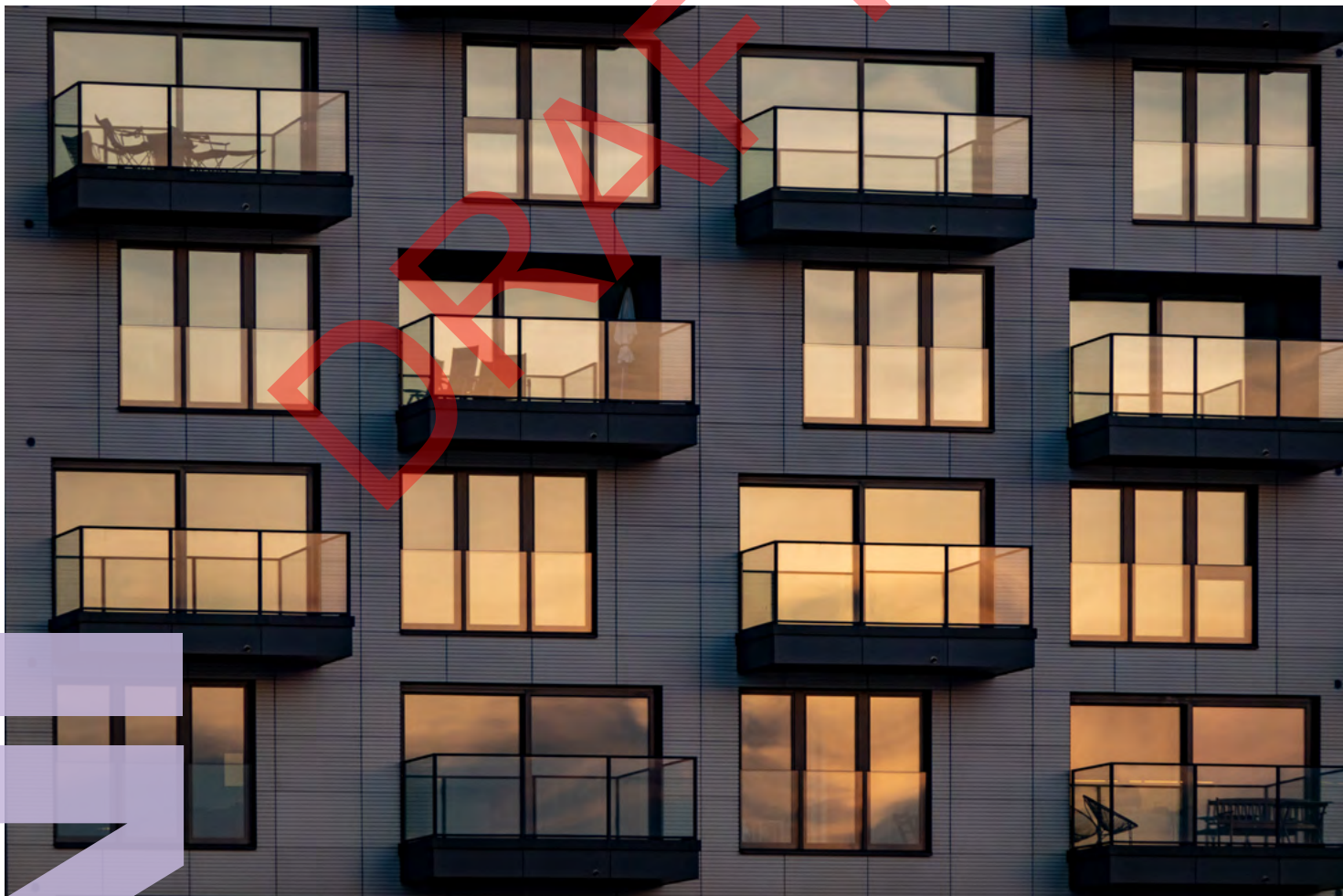
Condo boards, elected by the owners are responsible for making decisions about the condo on behalf of all unit owners and may hire a [condo manager](#) to oversee the day-to-day operations of the corporation on their behalf. The condo manager must be licensed by the Condominium Management Regulatory Authority of Ontario (CMRAO).

1.1 Different Kinds of Condo Corporations

The Condo Act outlines two main types of condo corporations:

Freehold corporations are ones where the land /property is jointly owned by the unit owners.

Leasehold corporations are ones where the underlying land on which the condo is built is leased. These are less common than freehold. Unit owners buy a leasehold interest in a unit and its associated common elements but do not own the underlying land.



There are four types of **freehold** corporations.



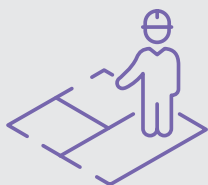
Standard Condominium Corporation

- The most common type of condo corporation in Ontario
- Has individual units and common elements which often include areas such as a foyer, exterior walls, and amenities



Phased Condominium Corporation

- A standard condo corporation that is intended to be built in phases where new units and common elements are constructed and added to the initial condo corporation
- Upon final phase registration, which must take place within 10 years of the initial condominium registration, a phased condominium becomes a completed standard condominium



Vacant Land Condominium Corporation

- The units are typically vacant lots at the time of purchase. The layout of the condominium may resemble a subdivision
- The [common elements](#) are often things such as private roadways, private sewer systems and may include amenities such as a park or recreational facility
- The developer may sell the individual units as vacant or may build a home on some or all of the units



Common Elements Condominium Corporation

- There are no units in this type of condo corporation, only common elements which are shared by owners of [parcels of tied land \(POTL\)](#) that are legally attached to the common elements
- Owners purchase a common interest in the common elements that is attached to their POTL. Examples include shared roads, golf courses or ski hills

The Condo Act has different requirements for different types of condo corporations.

2. CONSUMER PROTECTION FOR CONDO BUYERS

It pays to be informed! Ontario home buyers, whether they are purchasing for residential or investment purposes, have access to several housing consumer protection organizations that help protect consumers. There are five in total, each with different responsibilities. It is a good idea to become familiar with these organizations and to make use of their resources.



Supports and protects consumers through digital information, education and dispute resolution services.

The CAO's searchable [Condo Registry](#) offers key details, including whether a condo corporation is meeting its Condo Act filing requirements, the identity of the [declarant](#), the current board of directors, the date of the last [Annual General Meeting \(AGM\)](#) and more.



The Condominium Management Regulatory Authority of Ontario regulates and licenses condo managers and management providers and enforces professional standards.

Their [Public Registry](#) shows whether condo managers and management providers are licensed or have had disciplinary action taken against them and more.



The HCRA licenses and regulates new home [builders](#) and [vendors](#).

Their [Builder Directory](#) shows whether a builder is licensed, if they've had any disciplinary action taken against them and more.



The Real Estate Council of Ontario regulates and licenses real estate agents and brokers.

Their [Agent/Broker Search Portal](#) shows if a real estate agent or broker is licensed or has had disciplinary action taken against them and more.



Administers the province's new home warranty program. Developers must enroll all new homes with Tarion and provide specific new home warranties to each new home buyer.

Buyers and owners who register with [Tarion's MyHome Online Portal](#) can receive e-mail alerts for important dates and warranty timelines, submit claims online and more.

3. BUYING A CONDO UNIT

3.1 Buying a Pre-Construction Condo Unit

Pre-construction condos are sold by developers directly to buyers before construction is complete. This comes with its own risks like delayed construction, potential project cancellation and more. A useful pre-construction condo buyer's checklist can be found in [Appendix A](#). The checklist provides important considerations before and during the buying process.



3.2 Key Pre-Construction Documents

Developers must provide six key documents to buyers of pre-construction units during the purchase process. Buyers should understand the purpose of each document and carefully review these with the help of a lawyer before finalizing the purchase.

- The purchase agreement does not become firm and binding until the buyer receives the first three documents outlined below and the 10-day cooling-off period has passed.

Pre-construction Agreement of Purchase and Sale (Purchase Agreement)

Contains important information about rights and obligations as a condo buyer, the developer's rights and obligations, the unit, and the terms of the agreement.

Disclosure Statement

Contains the proposed condo's governing documents, a summary of agreements the condo has or will enter into, the condo's proposed first year budget, and more.

CAO Condo Buyers' Guide

This Guide must be provided to buyers of pre-construction condo units by the developer. The purchase agreement is not binding until this is received. Buyers of resale condo units may also wish to review this Guide.

HCRA Information Sheet for Buyers of Pre-Construction Condos

Must be attached to the purchase agreement. Outlines the risks of buying a pre-construction condo as well as important updates like the estimated occupancy date for the unit and the status of construction. It also provides information about the conditions that may lead to termination of the purchase agreement.

Addendum to the Agreement of Purchase and Sale

Must be attached to the purchase agreement. Contains the [delayed occupancy](#) warranty provided by the developer as well as an official [Statement of Critical Dates](#) outlining when the unit will be ready for occupancy along with conditions for extension of Critical Dates and early termination. **The Addendum to the Agreement of Purchase and Sale prevails over the purchase agreement and any other attachments if inconsistencies are found.**

Tarion Warranty Information Sheet

Must be attached to the purchase agreement. Outlines key information about the warranty buyers are entitled to if the unit has defects. It also includes information about Tarion, deposit protection, delayed occupancy coverage, warranty exclusions, construction performance guidelines, common elements warranties and pre-delivery inspections of the unit.



3.3 Cooling-Off Period



The Condo Act provides buyers with a cooling-off period of 10 calendar days where the purchase agreement can be cancelled for **any reason** whatsoever simply by notifying the developer **in writing**.

The Condo Act provides a buyer with another 10-day cooling-off period where there is another chance to cancel the purchase, if **there is a material change** in the Disclosure Statement. A material change is specifically defined under the Condo Act as a change that would have caused a reasonable person to no longer want to proceed with the purchase had the information that is now disclosed or revealed been included in the Disclosure Statement delivered to the buyer at the time of sale or later by notice. This cooling-off period begins on the later of:

This 10-day period begins once a buyer has received all 3 of the following documents:

- > Agreement of Purchase and Sale executed by the buyer and the developer
- > Disclosure Statement
- > CAO Condo Buyers' Guide

If the purchase is cancelled within the cooling-off period, the developer must refund any deposits given by the buyer, plus any applicable interest at the rate set out in the Condo Act without any additional penalty or charge.

- > The date that the developer delivers a revised Disclosure Statement or a notice to the buyer advising of the material change
- > The date that a buyer otherwise became aware of the material change
- > The date that the Ontario Superior Court of Justice determines that a material change has occurred

3.4 Deposits and Cancellations

Once the purchase agreement has been signed, the developer must hold any deposits and other payments covered by the purchase agreement in trust. The developer must refund these monies plus interest, calculated according to sections 19 and 19.1 of O. Reg. 48/01 under the Condo Act, if the project is terminated.



Did you know developers may cancel pre-construction projects even after you have purchased your unit?

If monies are not refunded as required, buyers may be able to file a claim for deposit protection coverage up to \$20,000 with Tarion under the [Ontario New Home Warranties Plan Act, 1990](#).

Make sure to review the conditions for cancelling the pre-construction project carefully before making a purchase. Buyers are encouraged to understand the various risks associated with buying a pre-construction unit.

The conditions for cancellation, if applicable, are found in the purchase agreement and mandatory Addendum to the Agreement of Purchase and Sale and may include conditions such as:



Failure to sell a certain percentage of condo units



Inability to secure financing for the project



Delays in obtaining development approvals

3.5 Occupancy Dates & Delayed Occupancy

The Addendum to the Agreement of Purchase and Sale contains a Statement of Critical Dates. The Statement of Critical Dates must be signed by the condo buyer and developer. It sets out when the developer expects to finish the unit for occupancy along with other critical dates and the timing for delivery of any permitted extensions. Some important dates to focus on in this document are:

➤ **Tentative Occupancy Date or a Firm Occupancy Date**

– The form should set out a date that the developer states that the unit will be ready for occupancy. Buyers are entitled to receive delayed occupancy coverage from the developer if the Firm Occupancy Date is not met and the developer does not extend the date as permitted in the Addendum to the Agreement of Purchase and Sale. If the developer does not pay delayed occupancy coverage, the buyer can make a claim to Tarion for delayed occupancy compensation.

➤ **The Outside Occupancy Date –**

The latest date that the developer has agreed to provide the buyer with occupancy of the unit. Buyers can terminate the purchase agreement within 30 days of this date if the developer does not meet this date. Buyers who exercise their right to terminate the purchase agreement due to this delay are entitled to delayed occupancy compensation from the developer. If the developer does not pay delayed occupancy coverage, the buyer can make a claim to Tarion for delayed occupancy compensation.

Note: Condo construction may be delayed, and this may impact the occupancy of the condo unit. The Addendum to the Agreement of Purchase and Sale allows the developer to extend dates provided the notice requirements are met. If a buyer's occupancy is delayed for reasons that are not permitted under the Addendum to the Agreement of Purchase and Sale, they may have a right to compensation from the developer for this delay. Details on this warranty can be found in the Addendum to the Agreement of Purchase and Sale.

For more information about occupancy dates and warranty coverage for delayed occupancy, [visit Tarion's webpage](#).

3.6 Pre-Construction Condo Assignment & Selling

A condo unit assignment is a transaction where the buyer of a pre-construction condo unit transfers their purchase agreement to a new buyer before taking ownership of the unit.

A buyer may be able to assign the purchase agreement to a new buyer before or during [interim occupancy](#). Buyers are encouraged to review the purchase agreement as there are often conditions that can include requiring the developer's agreement to the assignment, charging a fee, and keeping the buyer liable for closing. Buyers should understand that the developer may not agree to an assignment sale, which may stop the transaction from occurring.

Additionally, buyers of pre-construction condo units will receive warranty protection for up to 7 years through Tarion. More information on Tarion and the applicable warranty [can be found below](#). This warranty period does not prevent the unit from being sold during this time (once ownership has been transferred). However, buyers should consult with a financial professional to be aware of any tax implications associated with the sale.

3.7 First-Year Budget

The first-year budget is required to be prepared by the developer and contains information about expenses all owners are required to pay in addition to the cost of buying the unit.



See [sections 72 \(5\), 72 \(6\) and 75](#) of the Condo Act for more information about first-year budget requirements.

The developer must prepare the first-year budget and include it in the Disclosure Statement. It must cover the one-year period from the date of registration of the [declaration](#) and [description](#) and must include:

- > The projected expenses for operation of the condo corporation, such as snow removal, landscaping and other maintenance costs of the common areas and amenities
- > The particulars of the type, frequency and level of services to be provided
- > The projected costs of the performance audit
- > The projected monthly common expenses contribution for each unit
- > The projected cost of the first reserve fund study
- > The costs of preparing the condo corporation's audited financial statements



The developer may be responsible if there is a shortfall between the actual first year expenses and the first-year budget. The condo board has 30 days after receiving the audited financial statements for the first full year to determine whether there is any shortfall and make a claim against the developer.

3.8 Buying a Resale Condo

Individuals can buy an existing condo unit from a current owner rather than a developer, but it is important to consult a lawyer and do research on the unit and the condo corporation before making this decision. Resale condo units are typically sold by real estate agents on behalf of condo owners instead of developers. A useful checklist for resale condo buyers can be found in [Appendix B](#). The checklist will provide important questions that should be considered before and during the buying process.

3.9 Leasing a Condo Unit and Disclosure to Condo Corporation

There are special considerations to keep in mind if a buyer chooses to lease out their condo unit.

Unit owners are responsible for ensuring that tenants abide by the condo corporation's governing documents as outlined in [section 119 \(2\)](#) of the Condo Act.

Owners may also use the [Summary of Lease or Renewal form](#) available on the CAO's website and send it to the condo corporation. This form must be used if the owner does not provide the tenant's name, the unit owner's address and a copy of the lease to the condo corporation.

Owners must also be aware of restrictions that the condo corporation's governing documents may have in relation to leasing units. For example, the governing documents may impose minimum terms for unit leases to prevent short-term rentals.

Additionally, buyers and owners are encouraged to speak with a financial professional to understand any tax implications that may come with leasing their condo unit.



Certain rights and responsibilities of landlords and tenants who rent residential properties are governed by the [Residential Tenancies Act, 2006](#).

The unit owner must provide the tenant with a copy of the governing documents within 10 days of entering into or renewing a lease. The owner must also notify the condo corporation that the unit is leased and provide the condo corporation with a summary or a copy of the lease within those 10 days.



4. MOVING INTO A PRE-CONSTRUCTION CONDO UNIT

4.1 Interim Occupancy

Developers will often require that buyers take occupancy of their units before the declaration has been registered and the ownership of the unit transferred to the buyer. Buyers cannot make mortgage payments during this “interim occupancy” period.

Developers will share the interim occupancy start date with the buyer and despite being able to live in the unit during this time, the buyer does not yet legally own the unit. Additionally, the condominium is typically still under construction during this period, meaning that some or all of the amenities may not be ready for use.



During interim occupancy a buyer is **not required** to pay the balance of the purchase price as the developer is not ready to close the sale. However, buyers will be required to pay the developer an **interim occupancy fee** for the period between taking occupancy and the closing or unit transfer date, whether they choose to move into the unit or not. Requirements related to interim occupancy fees are set out under [section 80](#) of the Condo Act.

The interim occupancy fee cannot be more than the total of:

- > The amount of the monthly interest on the unpaid balance of the purchase price (which is the sale price minus any deposits paid before occupancy)
- > The estimated monthly municipal taxes for the unit
- > The projected monthly common expenses fees for the unit based on the Disclosure Statement



Interim occupancy fees can be thousands of dollars a month for the entire interim occupancy period which can last for an extended period of time.



See [section 80 \(4\)](#) of the Condo Act and [section 19 \(1\)](#) of Ontario Regulation 48/01 for more on interim occupancy fees and interest.



5. CREATING THE CONDO CORPORATION

5.1 Condo Registration Process

Condo corporations are created when the developer registers the declaration and the description with the Land Registry Office. Registration requirements may vary by the type of condo corporation being registered.

The declaration and description are legal documents that contain mandatory information about the condo corporation and the property. Buyers should carefully review the declaration that the developer provides in the Disclosure Statement. Buyers are encouraged to review the Disclosure Statement with their lawyer.

The declaration contains information such as:

- > The percentage of common interest in the common elements allocated to each unit
- > The percentage of the common expenses that each unit will pay
- > The boundaries of the units
- > Which parts of the building will be exclusive-use common elements, such as balconies
- > Any restrictions on the sale or lease of the unit or use of the amenities
- > The responsibilities of owners and the condo corporation to repair and maintain the units and common elements



Once a condo is registered, an initial return must be filed within 90 days with the CAO. Buyers of resale condos can check out the CAO's [Condo Registry](#) to find out important information about their condominium.

The description defines the units, the common elements and the boundaries between them. The description contains information such as:

- > The condominium's legal boundaries
- > Diagrams showing each unit's shape and dimensions
- > Delineation of each unit's boundaries and what is considered the common elements

The Condo Act requires developers to take all reasonable steps to finish construction and register the condo without delay.

5.2 Developer-controlled Board

The developer must appoint at least three individuals to make up the condo corporation's first board of directors within 10 days of registering the condominium. These directors are responsible for carrying out all typical board duties, such as establishing [by-laws](#) and rules, until the developer no longer owns a majority of the units in the condo corporation.

Once the developer ceases to own a majority of the units in the corporation, the [developer-controlled board](#) is required to call and hold an owners' meeting to elect a new board within 42 days. During this meeting, the developer turns over the condominium documents. This is known as the [turn-over meeting](#).

5.3 Turn-over Meeting

This is the meeting where a new owner-controlled board is elected by the owners, and the developer turns over important documents related to the operations of the condominium.

The Condo Act sets out the requirement for the documents to be handed over to the new elected board at the turn-over meeting and then within 30 days after the turn-over meeting. Some of the documents that must be provided at the turn-over meeting include:

- > The condo corporation's minute book, containing minutes of meetings from the time of registration to the [turn-over date](#)
- > The condo corporation's declaration, by-laws, and rules
- > Any agreements that have been entered into on the condo corporation's behalf

Additional information that must be turned over by the developer within 30 days of the turn-over meeting include:

- > All financial records of the condo corporation relating to the operation of the condo corporation from the date of registration to the turn-over date
- > A copy of any reserve fund studies conducted by the turn-over date, except the one conducted within the first year of registration
- > A copy of the most recent Disclosure Statement
- > All as built or other drawings, operating manuals and warranties for the building structure and systems

The developer must turn over the audited financial statements within 60 days of the turn-over meeting.

Developers may be liable to legal action and fines if they do not comply with the turn-over delivery requirements.



See [section 43](#) of the Condo Act for more details about the turn-over meeting.

6. TARION AND THE ONTARIO NEW HOME WARRANTIES PLAN ACT

6.1 What is Tarion?

[Tarion](#) is an independent not-for-profit consumer protection organization established by the Ontario government to administer the province's new home warranty program. Tarion ensures that buyers of new homes receive the warranty coverage they are entitled to from developers under the [Ontario New Home Warranties Plan Act](#).

The warranty coverage protects buyers both before and after they have taken interim occupancy of the unit. Before taking interim occupancy of the unit, the warranty coverage offered includes deposit protection, unauthorized substitutions, delayed occupancy and closing, which starts once the buyer signs an Agreement of Purchase and Sale. The warranty coverage also protects against construction defects once the buyer takes possession of the unit and enters the interim occupancy period.

Tarion administers this warranty coverage in the form of one-year, two-year, and seven-year warranties, which are available once the buyer has taken interim occupancy of the unit. Buyers of pre-construction units are generally entitled to all three of these warranty coverage periods, which are connected to the unit and are transferable to subsequent owners. The items that are eligible for coverage under the warranty varies according to these time periods. To make a claim, an owner should first verify that the item is covered for the specific time period that has passed since the interim occupancy date. Questions regarding warranty coverage should be directed to [Tarion](#).



Coverage Before Interim Occupancy

- Deposit protection
- Unauthorized substitutions
- Delayed occupancy and closing



Coverage After Interim Occupancy

- Warranty for construction defects
- 1-year, 2-year and 7-year coverage



6.2 The Unit Warranty

All new residential condo units in Ontario must be enrolled by the developer in the Ontario New Home Warranty Program, administered by Tarion.

If a new condo unit is purchased and there are warranted defects in work or materials, buyers should first contact the developer for resolution and may also report the defects to Tarion. If the developer does not resolve the warranty claims, Tarion may provide warranty assistance if the defect is covered by the warranty.

Please review the Tarion Warranty Information Sheet and visit [Tarion's website](#) for more information on new home warranty coverage.

6.3 The Common Elements Warranty

Common elements are also eligible for warranty coverage under the Ontario New Home Warranties Plan Act. If there are defects in the common elements, the condo corporation generally will address the issue with the developer rather than any unit owner. A condo corporation must appoint an engineer or architect to conduct a performance audit of the common elements within six to ten months of the registration of the condominium. After the performance audit, the report needs to be submitted to Tarion before the end of the eleventh month following registration. Submitting the report to Tarion will form the basis for review of any identified deficiencies with the common elements. Failure to send this report to Tarion may cause a condo corporation to jeopardize any common element deficiency claim that is submitted.

6.4 Pre-delivery Inspection

The pre-delivery inspection (PDI) of the condo unit takes place before the buyer takes interim occupancy of the unit. The PDI will be conducted with the developer or an agent for the developer and will involve a walkthrough of the unit. This is an opportunity for the developer to explain how to operate the unit's systems, such as ventilation, plumbing and heating. It also allows the buyer to identify and have the developer document any items that are damaged, missing, incomplete or not working properly in the unit during the PDI.

Once the PDI has finished, the developer must then provide the buyer with a copy of the completed PDI form.

The PDI form is a record of the state of the home before a buyer moves in, so it is important to keep a copy in a safe place. The developer then has an opportunity to correct any deficiencies or issues noted in the PDI form. If a damaged or missing item is noticed that was not noted on the PDI form upon possession, it should be documented (e.g., photo) and reported immediately to the developer. This will help establish a record of the condition at the time of possession. Any items that are not corrected by the date the purchaser takes interim occupancy of the unit would need to be listed on the [Initial Form](#) submitted to Tarion, which lists any unresolved warranty items identified during the PDI as well as any new items that have arisen since taking occupancy of the unit. More information on these forms and the warranty process can be found on [Tarion's website](#).

7. INTRODUCTION TO CONDO LIVING

7.1 The Unit and the Common Elements

Once the condo corporation has been registered and the title of the property has been transferred to the buyer, they are officially an owner. As an owner in a condo corporation, the individual owns their individual unit and collectively shares with all other unit owners the ownership of the common elements.

Common elements may include parking garages, elevators, lobbies, landscaped areas and much more. These typically include structural elements like the walls between the units, exterior doors, plumbing and electrical wiring that runs between units.

7.2 Exclusive Use Common Elements

Certain common elements may be for the exclusive use of a particular condo unit. These are called [exclusive use common elements](#). Condo owners often think that their balcony, patio or terrace is part of their unit boundary, but legally it may be an exclusive use common element of the corporation.

Every condo corporation is unique in how it distinguishes between units and common elements. Refer to the declaration and description for more details.

7.3 Shared Facilities and Services

A condo corporation may share the use of a facility such as a recreational centre, party room, green space, parking lot, driveway or entrance servicing another condo corporation or other neighbouring landowner. The parties involved usually enter into a shared facilities agreement or mutual use agreement that defines how these facilities or services are to be used, repaired, the cost obligations to each party and other responsibilities.

Every shared facilities agreement is different, and condo buyers are advised to review the terms of any shared facilities agreement that their condo corporation has entered into carefully:

- > If buying a pre-construction condominium unit, please review the Disclosure Statement that is provided with the purchase agreement. This should include a summary of all the agreements to be entered into by the developer before the turn-over meeting, including any shared facilities agreements
- > If buying a resale condominium unit, it is suggested that a [status certificate](#) is requested and reviewed from the desired condo corporation. If the condo corporation is party to a shared facilities agreement, they must provide a copy with the status certificate

8. CONDO CORPORATION GOVERNING DOCUMENTS

Ontario condo corporations have the following governing documents:

1. Declaration

2. By-laws

3. Rules

These governing documents together with the Condo Act outline how the condominium is intended to operate and what owners and residents are allowed to do. The Condo Act and these governing documents must not contradict each other but in the event that they do, the Condo Act will govern, followed by the declaration, the by-laws, and the rules.

All owners, residents, employees of the condo corporation, guests and others must comply with the governing documents and the Condo Act.

The declaration, along with the description, are the two legal documents that are prepared by the developer and registered to create a condo corporation. The declaration includes the following information:

- > The proportion and percentage of the common interest allocated to each condo unit
- > The percentage of the common expenses that each unit will pay
- > The boundaries of the units and common elements
- > Which parts of the building are exclusive use common elements, such as balconies
- > Any restrictions on the use of units or common elements, including exclusive use common elements
- > The division of responsibility between owners and the condo corporation to repair and maintain the units and common elements



Avoid future issues by reading the governing documents before purchasing a unit, to learn about restrictions and other matters.

To learn more about the declaration visit our [website](#).



By-laws specify how the corporation will be governed and must be registered with the Land Registry Office. These can be considered to be the condo corporation's administrative guide. They generally focus on governance of the property and how the board carries out their duties, including:

- > How directors are elected
- > Number of directors on the board
- > [Quorum](#) thresholds
- > [Board meeting](#) procedures
- > Duties of the board of directors
- > How common expenses are collected
- > When and how the condo corporation can borrow money

To learn more about by-laws visit our [website](#).

Rules address the day-to-day operation of the condominium. These typically define how the units and common elements can be used as well as the standards of behaviour within the community.

Rules can only:

- > Promote the safety, security or welfare of the owners and of the property
- > Prevent unreasonable interference with the use and enjoyment of units and the common elements or assets, if any, of the condo corporation

Examples may include:

- > Restricting smoking, vaping or growing cannabis
- > Setting out hours of operation of facilities
- > Restricting short-term rentals
- > Setting rules for use of a party room or other amenity

To learn more about rules visit our [website](#).

9. CONDO GOVERNANCE

9.1 Owner Participation in Condo Governance

Living in a condo unit means that the owner is part of a community that is governed by a set of governing documents, and a board of directors who make decisions in the best interests of all unit owners.

Condo owners are strongly encouraged to get involved in their community by participating in owners' meetings, reviewing financial statements and reading [notices](#) and updates from the board of directors or condo manager.

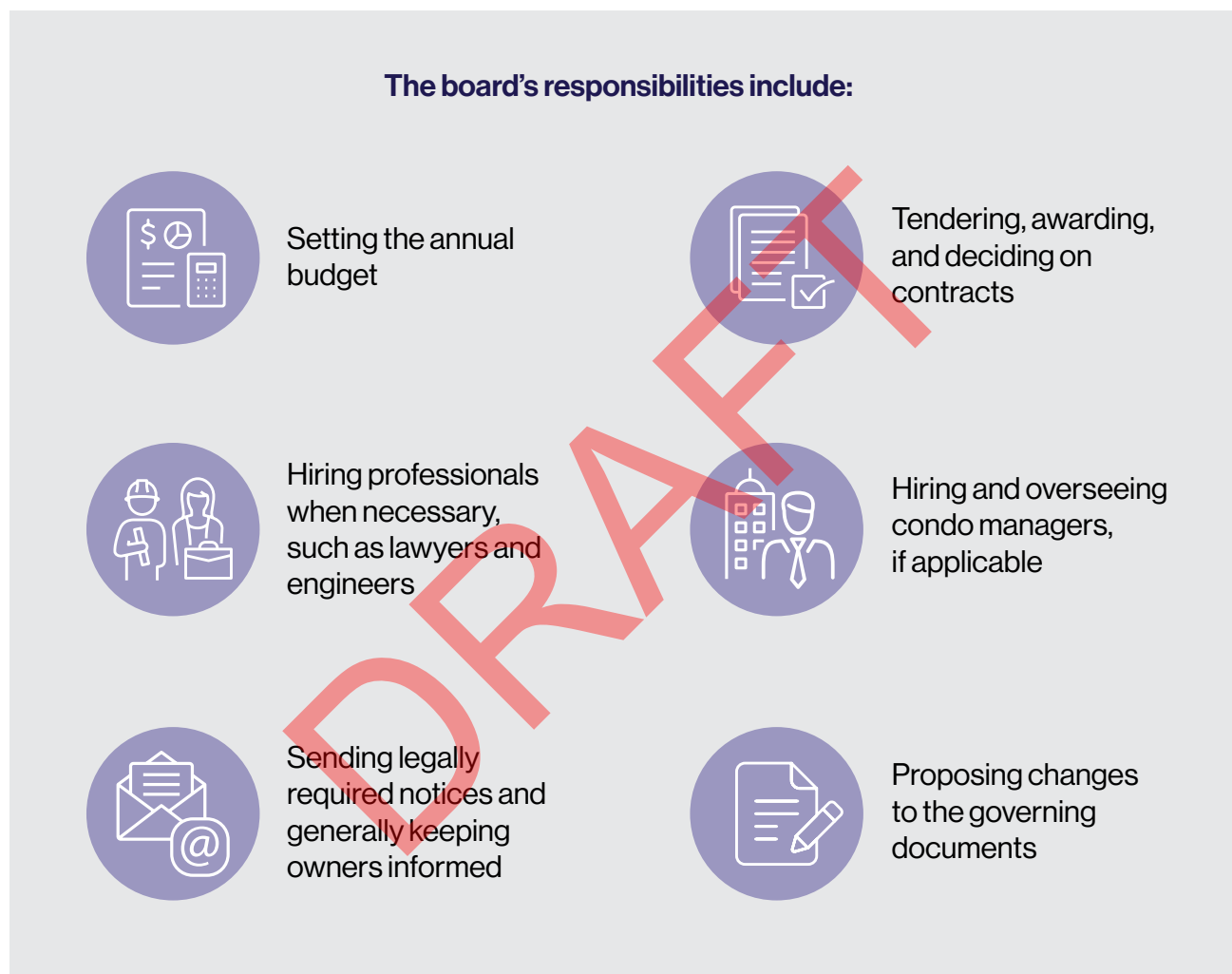
Attending meetings is one of the ways that owners can participate in the governance of the property. Actively participating allows owners to be engaged and have some influence over the governance of the property.

If an owner would like to be more involved in the decisions of the corporation, such as the annual budget or which contractors or companies are hired, they may wish to run for a director position on the board.



9.2 Board of Directors and Board Responsibilities

The board of directors of a condo corporation is an elected group of individuals who typically volunteer their time and are responsible for managing the affairs of the corporation. They should support a positive, healthy condo community and have a legal duty to ensure that the condo corporation and its assets are properly managed and maintained.



A condo board is usually made up of owners in the condo corporation but can include non-owners depending on the corporation's by-laws. Directors usually serve three-year terms but their terms may be shorter depending on a condo corporation's by-laws. Directors must seek re-election if they want to continue as a director after their term expires.

9.3 Duties of Directors and Required Disclosure

Condo board directors are responsible under [section 37 \(1\)](#) of the Condo Act for managing the affairs of the corporation and carrying out their duties with a standard of care defined under the Condo Act.

They must:



Act honestly and in good faith



Use the same care, effort and skill that a reasonable person would use in comparable circumstances

A condo corporation may also have a by-law about a code of ethics dealing with conflicts of interest, confidentiality and standards of behaviour at board meetings.

Board members must also meet disclosure requirements before and during their term. This includes mandatory disclosure requirements under the Condo Act and any requirements in a condo corporation's by-laws.



See [section 29](#) of the Condo Act and [section 11.6](#) of Ontario Regulation 48/01 for more information on candidate disclosure requirements.

These disclosure requirements only apply to owner-elected boards and do not apply to the first board appointed by the developer.

Find out more about ongoing director disclosure by reading the [CAO Guide on Governing Condos](#).

9.4 Election Process

Except for the first board of directors (developer appointed board), directors are elected by owners at a turn-over meeting, Annual General Meeting, an [owner-requisitioned meeting](#) or a meeting called specifically for elections. Exceptions exist for instances where a director can be appointed to the board by existing directors to fill a vacancy until the next election.

9.5 Requirements for Being a Director

Director candidates must be individuals who are:

- > At least 18 years old
- > Not bankrupt
- > Not found incapable by any court
- > Not found incapable of managing property under certain legislation
- > In compliance with the required disclosure obligations

If a candidate fails to meet any of the mandatory criteria, they cannot be elected as a director.

9.6 Director Training Requirements

All condo board directors must complete CAO mandatory director training within six months of being elected or appointed unless they have completed the training within the previous 7 years.

Directors who do not complete the training within the required time are immediately disqualified from the board and are no longer allowed to participate in any decision-making or governance of the condo corporation.

The CAO's training is available to anyone and provides useful information regarding condo living and condo governance.



Director training is free [on our website](#).



9.7 Disqualification of a Director

A director is immediately disqualified from the position if they:

- > Become bankrupt
- > Have been found incapable of managing property under certain legislation
- > Have been found incapable by any court
- > Have a certificate of lien registered against their unit that is not discharged within 90 days of registration
- > Have not completed mandatory [director training](#) within the required time
- > Have not met the mandatory disclosure obligations

Condo corporations may have additional qualifications and disqualifications for both candidates and directors set out in the corporation's by-laws. Make sure to always check the condo's governing documents.





9.8 Board Meetings, Owners' Meetings and Quorum

Condo corporations hold owners' meetings and board meetings. The Condo Act requires that a minimum number of participants, known as a quorum, be present at either type of meeting for business related to the condo corporation to be conducted and for voting to take place. Without quorum, voting cannot take place, however discussion on relevant business can still occur.

The majority of directors must be present to meet quorum at a board meeting. For most owners' meetings, owners representing at least 25 per cent of the voting units must be present or have provided a [proxy](#) for quorum to be met.

For certain owners' meetings, if quorum is not reached in the first two attempts to hold the meeting, the quorum requirement is reduced to 15 per cent on the third and any subsequent attempts to hold the meeting.

These meetings include annual general meetings, turn-over meetings, any meeting to appoint a new auditor, and any meeting to elect directors. However, condo corporation by-laws can require quorum to be 25 per cent regardless of how many attempts were previously made to hold the meeting.

Owners generally cannot attend board meetings but can and should attend owners' meetings personally or through a proxy.

Here are the most typical condo meetings:

Annual General Meetings are where the board reports on the financial health of the condo corporation to owners, conducts elections for any board vacancies and where owners can discuss other relevant corporation business.

Here is a typical AGM agenda:



- > Approval of the previous AGM's minutes
- > Review of year-end audited financial reports
- > Appointment of the corporation's auditor for the next fiscal year
- > Board of directors' report on important topics
- > Major upcoming repairs or renovations
- > By-law or rule changes
- > Election of directors

Owner-Requisitioned Meetings are meetings that the board is required to call at the request of owners representing at least 15 per cent of the entitled voting units. All owners can attend.

Some examples of why owners may request these meetings are:

- > Voting on a proposed rule change
- > Discussing an emerging issue like repairs, security, nuisances
- > Removing a board director before the expiration of that director's term



Read more in [section 46](#) of the Condo Act or on the [CAO's website](#)

Board Meetings are used by board members to manage the affairs of the condo corporation. Owners are not usually entitled to attend unless invited as a guest. The board must have quorum to conduct any condo related business. Quorum for board meetings is the majority of condo board directors, regardless of any current vacancies on the board. For example, if there are three positions on the board, two board members would need to attend the meeting for quorum to be met.

9.9 Voting by Proxy, Electronically or In Person

Condo owners that do not attend owners' meetings can appoint an individual to attend and potentially vote on their behalf. This individual is called a proxy. Proxies may be used whether the meeting is held in-person, electronically or in a hybrid format.

The proxy does not have to be an owner in the condo corporation. Owners can appoint one proxy per condo unit by completing a [proxy form](#) and giving it to the proxy. If there is more than one owner of a unit, the proxy represents all owners of the unit.

Owners should speak to their proxy before the meeting and make sure that they follow their condo's specific processes such as submitting a copy of the completed [proxy form](#) to the condo corporation before the meeting.



Instructions are available on the [CAO website](#) about how to use a proxy form and how a proxy can vote.

In addition to traditional in-person voting, telephonic or electronic voting can be used for the purposes of conducting a vote at an owners' meeting, unless a condo corporation's by-laws restrict or set out other requirements for using these methods. The board of directors will decide in accordance with the by-laws which methods will be used to conduct the owners' meeting.

If the owners' meeting is conducted using an electronic or telephonic platform, there is a requirement that the meeting must allow for owners or proxies entitled to attend to be able to reasonably participate in the meeting.

To learn more about these requirements, please refer to the [CAO Guide to Virtual Owners' Meeting](#).

9.10 Meeting Notices

A condo corporation must follow notice requirements set out in the Condo Act to make owners aware of upcoming owners' meetings. Condo corporations must send a [Preliminary Notice of Meeting](#) to owners at least 20 days before a Notice of Meeting must be sent. The Preliminary Notice states the purpose of the meeting and may invite individuals interested in becoming candidates for director positions to notify the board in writing.

A [Notice of Meeting](#) must then be sent to owners in writing at least 15 days before the meeting. It must include the date, time, place and the meeting agenda, among other things. Voting cannot occur on items not disclosed in the Notice of Meeting, except for routine procedural items.

If an owner uses an email address to communicate with the condo corporation for any reason, that email address may be used by the corporation to deliver notices to the owner in the future. If an owner wants to update the email address on file or wishes to stop receiving electronic notices all together, they must notify the condo corporation in writing.



Read more about
[meeting notices](#)

9.11 Condo Management Services

Condo corporations may decide to procure condo management services to assist in the day-to-day operations. Condo management services may only be provided by licensed condo managers and management providers under the [Condominium Management Services Act, 2015 \(CMSA\)](#). Condo managers act on behalf of the condo corporation and report to the board of directors.

A condo manager's responsibilities may include:

- > Creating and maintaining records for the condo corporation
- > Responding to owner complaints
- > Coordinating the maintenance and repair of the property
- > Hiring and monitoring the performance of contractors or service providers
- > Preparing draft annual budgets and monitoring the reserve fund
- > Issuing meeting notices
- > Organizing board meetings and overseeing administration of owners' meetings

Find out the licensing status of a condo manager or management provider by searching the [CMRAO's Public Registry](#).



10. INFORMATION CERTIFICATES AND RECORDS

Information Certificates help ensure that condo owners receive important updates about the state of the corporation throughout the year. There are three types:

10.1 Periodic Information Certificate (PIC)

- > Sent to all owners within 60 days of the end of the first quarter and 60 days of the end of the third quarter of the corporation's fiscal year
- > Includes key information about the condo's board, finances, insurance, reserve fund, legal proceedings and other matters

10.2 Information Certificate Update (ICU)

- > Sent to owners if there are key changes before the next scheduled PIC (such as changes in the directors or officers of the condo corporation)
- > To be distributed within 30 days of the change

10.3 New Owner Information Certificate (NOIC)

- > Sent to new owners within 30 days of them providing written notice to the condo corporation stating their name and their condo unit number
- > A NOIC covers the most recent PIC and any subsequent ICUs

10.4 Records Requirements and Process to Request or Examine Records

Condo owners can access certain records so they can learn more about how the condo corporation is managed. Condo corporations must keep these records for the time period required under the Condo Act.

If owners want records, they must request records using a [Request for Records](#) form. In their request, owners can also specify if they want to examine the records or request copies and whether they would like electronic or paper copies. Condo corporations must respond within 30 days of receiving a request using the [Board Response to Request for Records](#) form.



The records that a condo corporation must keep can be found under [section 55 \(1\)](#) of the Condo Act and [13.1\(1\)](#) of Ontario Regulation 48/01. The amount of time that these records need to be kept for can be found under [section 13.1 \(2\)-\(6\)](#) of Ontario Regulation 48/01 of the Condo Act.

Read more about records, including the process of requesting them and their different retention periods on the CAO's webpage on [Corporate Records](#).

Owners can request access to the following records:



The condo corporation's declaration, by-laws and rules



The financial records of the condo corporation



The minutes from past owners' meetings and board meetings



A copy of the returns or notices of change that the condo corporation has filed with the CAO



All lists, items, records and other documents from the condo corporation's turn-over meeting



A list of the names, unit numbers, and service addresses of the owners of each unit in the condo corporation



All reserve fund studies and plans for future funding



All agreements entered into by the condo corporation or on its behalf



All instruments appointing a proxy or ballots for a meeting of owners that are submitted at the meeting



Other records as specified under the condo corporation's by-laws or the Condo Act and its regulations

11. CONDO FINANCES

11.1 Reserve Fund

A reserve fund is an account that condo corporations must have which can only be used for major repairs and replacements of common elements and assets of the corporation. Condo corporations must complete periodic reserve fund studies to determine how much money needs to be in the reserve fund. Studies are completed by reserve fund specialists, such as engineers, who complete the study and recommend an estimated amount needed to pay for future planned major repairs or replacements. After the first reserve fund study, condo corporations must complete a reserve fund study at least every 3 years.

Condo buyers and owners should be aware of the corporation's funding plan for the reserve fund. For a pre-construction condo unit, developers must contribute a specified amount to the reserve fund. The proposed amount can be found in the first-year budget included with the Disclosure Statement.

If purchasing a resale condo unit, requesting a status certificate will disclose the amount in a condo corporation's reserve fund and any plan for future funding. The [Notice of Future Funding of the Reserve Fund](#) is a mandatory form that must be used by the condo board to share information about the proposed plan for future funding.

This notice must be sent to owners within 15 days of the board proposing a funding plan.

This notice will contain information regarding reserve fund contribution amounts including:

- A summary of the most recent reserve fund study that was completed
- A summary of the proposed plan for future funding of the reserve fund
- Statements indicating differences between the plan for future funding and the reserve fund study, if any

When the board's proposed reserve fund contribution amounts differ from the recommended amount by the professional, there will be a statement indicating any reasons for this difference in contributions where the board's plan differs from the recommended amount of funding in the reserve fund.



Read more about
[reserve funds](#)

11.2 Common Expenses

Condo fees (also known as common expenses or maintenance fees) are used for contributions to the reserve fund and operating expenses such as maintaining the common elements. Each owner's share is set out in the condo's declaration.

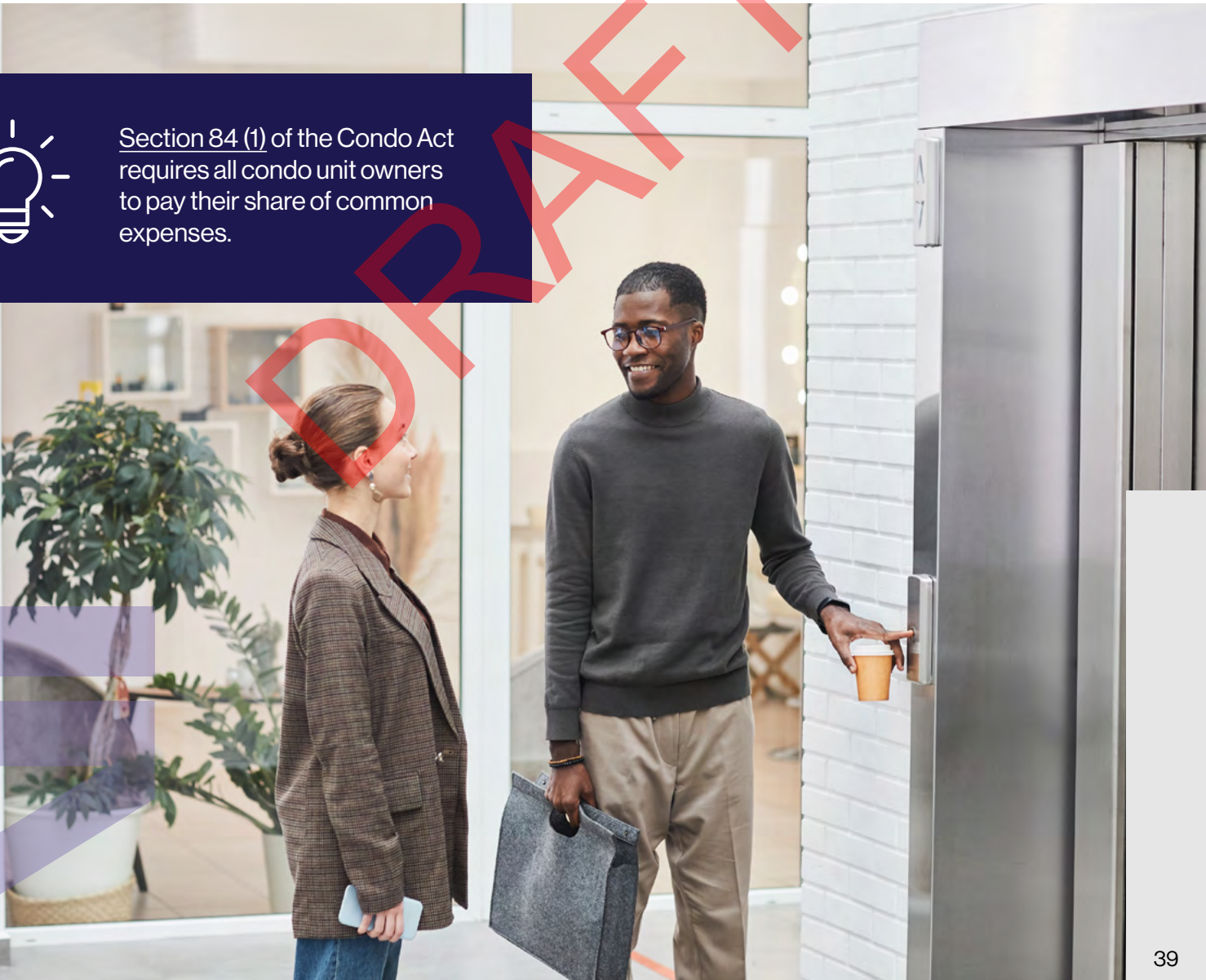
Owners must pay their share of common expense fees even if they have made a legal claim against the corporation or do not use certain common elements, such as the amenities.

They pay for important goods and services such as:

- > Cleaning, garbage, snow removal, landscaping, and security
- > Building maintenance (such as elevator repairs)
- > Condo management services, legal services
- > Insurance
- > Where applicable, shared facilities costs



Section 84 (1) of the Condo Act requires all condo unit owners to pay their share of common expenses.



11.3 How are Common Expenses Calculated?

The condo corporation's declaration will state the proportion of the contribution to the common expenses that each unit is required to pay, expressed as a percentage. This percentage may vary (e.g., depending on the size of the unit). Generally, the amount of the contribution can be calculated by multiplying the condo corporation's annual budget by the owner's proportion(s).

Note: To identify their total common expenses payable, an owner may need to include all of their units in their calculation. This can include parking spaces or storage lockers in addition to the residential unit.

Calculation Example:

- > Your corporation has a budget of \$1,000 per month
- > The declaration states that your unit must contribute 5 per cent in fees
- > Therefore, each month, you must pay $\$1000 \times 0.05 = \50

The condo board's yearly budget sets out the various annual expenses that are to be paid by owners and the amount each owner needs to contribute. The annual budget will typically increase each year as the needs of the condo corporation change, which would also lead to an increase in the common expenses paid by owners.

[Section 56 \(1\)](#) of the Condo Act also permits condo corporations to pass by-laws governing the assessment and collection of [condo fees](#).

11.4 Liens

A [lien](#) under the Condo Act is a legal claim registered against a unit that can be used to secure payment of an amount owed by that unit owner to the condominium for common expenses arrears, [special assessments](#), or other permitted charges.



[Section 85](#) and [section 86](#) of the Condo Act apply to liens

A lien arises on the unit if an owner does not pay their common expenses fees (including any increases and special assessments) on time, which is called a default. The lien is for the unpaid amount, plus interest and all reasonable legal costs and expenses incurred by the condo corporation in its attempt to collect the arrears.

The condo corporation has three months from when the default occurred to register a certificate of lien against the unit, otherwise the lien will expire. At least 10 days' notice must be provided to the unit owner before a lien can be registered on title to that owner's unit.

Condominium liens have priority over most other secured and unsecured debt related to the unit, including mortgages. This is subject to some exceptions.

11.5 Special Assessments

A [special assessment](#) is an extra fee added to an owner's regular condo fees. Condo corporations typically use this money to cover unexpected costs that were not planned for in the yearly budget like fixing emergency damage from flooding or paying for legal costs.

Under [section 84](#) of the Condo Act, owners are required to pay their unit's share of the common expenses, which may include special assessment fees. The portion of the special assessment is calculated using the same percentage used to calculate an owner's regular contribution to the common expenses.

11.6 Chargebacks

A condo corporation's governing documents and the Condo Act may allow or require the corporation to charge back certain costs to an owner if the corporation has incurred costs because of something the owner has done or failed to do. This ensures that other unit owners don't have to pay for costs that an owner is responsible for.

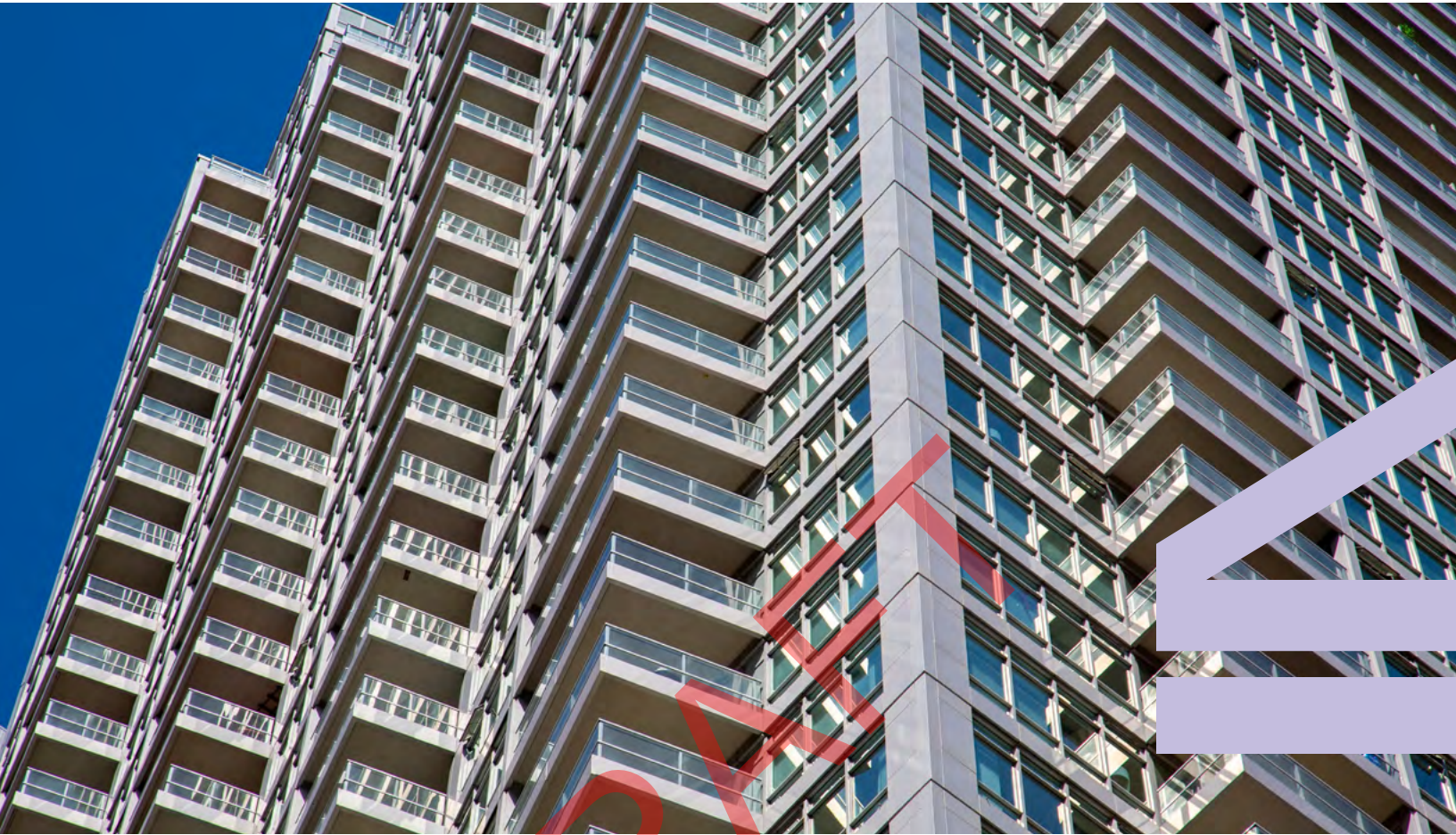
For example, if an owner fails to repair a part of the condo property that is their responsibility, the condo corporation must complete the repair and charge the cost back to the owner by adding it to their condo fees. Condo corporations typically have provisions in their declaration that require owners to repay the condo corporation for certain costs in addition to those allowed by the Condo Act.

If an owner does not pay the [chargeback](#), it would be considered a default in the payment of condo fees, which could result in a lien being placed against the unit.



For more information about chargebacks, see the [CAO website](#).





11.7 Condo Corporation Insurance

Condo corporations are required by the Condo Act, and the governing documents, to secure insurance against:

- > Damage to units and common elements caused by fire, smoke, lightning, windstorm, hail or other major perils specified in the Condo Act and the condo corporation's declaration and by-laws. Corporations are only responsible for the components of the units that fall under the standard unit definition, which can be found in either the schedule provided by the developer or the corporation's by-laws
- > Liability resulting from being the occupier of the common elements
- > Liability from the ownership and use of boilers, machinery, pressure vessels and motor vehicles
- > Personal liability for directors and officers of the corporation while carrying out their duties, if it is reasonably available or required by the by-laws

Read more about insurance for condo corporations and owners on [our website](#).

11.8 Condo Owner Insurance

The condo corporation's insurance will not cover damage to units beyond the standard unit definition, so owners are strongly encouraged and may be required by the governing documents to obtain their own insurance. Condo owners should review their governing documents to understand their insurance obligations. Owners will typically have insurance policies for the following:

- > **Improvements:** Insurance to cover upgrades or improvements to the unit that are not covered by the standard unit definition
- > **Unit Contents:** Insurance to cover any personal property, furniture, electronics, household goods, and clothing in the unit or exclusive use common area
- > **Third Party Liability:** Liability insurance in the event that the owner causes damage to other units or if someone gets injured in the owner's unit. This is important to have because the corporation's liability insurance only covers the common elements and does not cover the units
- > **Deductible and Loss Assessment:** In the event that the owner is required to pay the condo corporation's deductible or repair damage to the common elements and other units
- > **Additional Living Expense:** If the owner needs to be moved from their unit until damage is repaired. (Condo corporations are not required to have this type of coverage)
- > **Locker/Parking Space/Storage:** Insurance over lockers, parking spaces, and storage

11.9 Deductibles

Deductibles are payments that insurance policy holders must make before insurance companies release funds to cover claims. Depending on the policy, deductibles can range from a few hundred dollars to tens of thousands. The condo corporation's deductible is considered a common expense which is payable by all owners.

However, an individual owner may sometimes be required to pay for the corporation's deductible, such as if they, their tenants or guests cause damage or are negligent. Make sure to read and understand the corporation's insurance policies and any requirements in the governing documents regarding owners' insurance responsibilities. Owners should speak to an insurance broker to determine whether they should purchase a policy that covers their corporation's deductible as well.

12. REPAIR AND MAINTENANCE OBLIGATIONS

Condo corporations are generally responsible for repairing damage to the common elements and standard unit elements. This obligation to repair does not include any improvements made to units.

Unit owners are generally responsible for maintaining their units including upkeep and repair after normal wear and tear, unless the declaration states otherwise.

Condo corporations are generally responsible for maintaining the common elements such as parking areas, gardens, hallways, elevators, and other amenities, unless the declaration states otherwise.

When it comes to repair and maintenance responsibilities, it is important to review the:

- 1 Declaration:** The declaration also clarifies repair and maintenance responsibilities, especially in unclear areas such as plumbing, electrical or areas behind drywall, which should be reviewed with the description to determine whether the area is the unit owner's or the condo corporation's responsibility to repair. It may change the default obligations for maintenance and repair after damage as set out under the Condo Act.
- 2 Standard unit definition:** The corporation's by-laws or schedule provided by the developer includes a standard unit definition which details the components of a unit that are the responsibility of the condo corporation to repair and insure. Items that are not included in the standard unit definition are the responsibility of the unit owner.



See [sections 89, 90 and 91](#) of the Condo Act to learn more about division of responsibilities for repairs and maintenance.



[Section 91](#) of the Condo Act allows condo corporations to alter these repair and maintenance obligations in their declaration by stating that:

- > Owners are responsible for repairing their units after damage
- > Owners are required to maintain the common elements or parts of them
- > Owners are responsible for maintaining and repairing their exclusive use common elements after damage
- > The corporation is required to maintain the units or any part of them

If questions around responsibility arise, owners should refer to the condo corporation's declaration.

12.1 Making Changes to the Unit

A condo corporation's declaration, by-laws and rules may contain provisions about making modifications to the unit that might require notification to and approval by the board; restrictions on design, decor, or materials; and restrictions on days or times when renovations are permitted. Owners should make sure to review the governing documents before making changes to the unit. If unsure about whether these changes can be made, please speak with the board, condo manager, or a lawyer.

12.2 Changes to Common Elements by Owners

Changes to the common elements (e.g., exterior walls) by owners generally will require board approval. [Section 98](#) of the Condo Act states that an agreement (often referred to as a section 98 agreement) must be entered into between the condo corporation and the owner where an owner wishes to make changes to common elements that the board is willing to permit. This agreement specifies, for example:

- > The allocation of cost of the proposed modification between the unit owner and the condo corporation
- > The respective duties and responsibilities of the unit owner and condo corporation for repair after damage, maintenance, and insurance of the modification and any associated costs

The board may approve a proposed modification, and there will be no requirement to provide notice to other owners if the modification is to an exclusive use common element, and the board is satisfied that the modification will not:

- > Have an adverse effect on units owned by other owners
- > Give rise to any expense to the corporation
- > Negatively impact the appearance of buildings on the property
- > Affect the structural integrity of buildings
- > Contravene the declaration or any prescribed requirements

12.3 Electric Vehicle Charging Systems

As electric vehicles are becoming more widely used, Electric Vehicle (EV) Charging Systems have grown to be a more integral part of condo living. In 2018, the province established requirements for installing EV Charging Systems in condo buildings that owners and corporations must follow, which can be found under Ontario Regulation 48/01 of the Condo Act.

EV Charging Systems can be installed by the condo corporation or by individual owners. Unit owners should speak to the board or condo managers before taking any steps to install an EV Charging System or associated wiring. Different steps must be followed depending on which installation approach is taken.

If a buyer or owner has or plans on buying an electric vehicle, they should become familiar with the different installation requirements for having a charger installed. Also, buyers may wish to review the Disclosure Statement for a

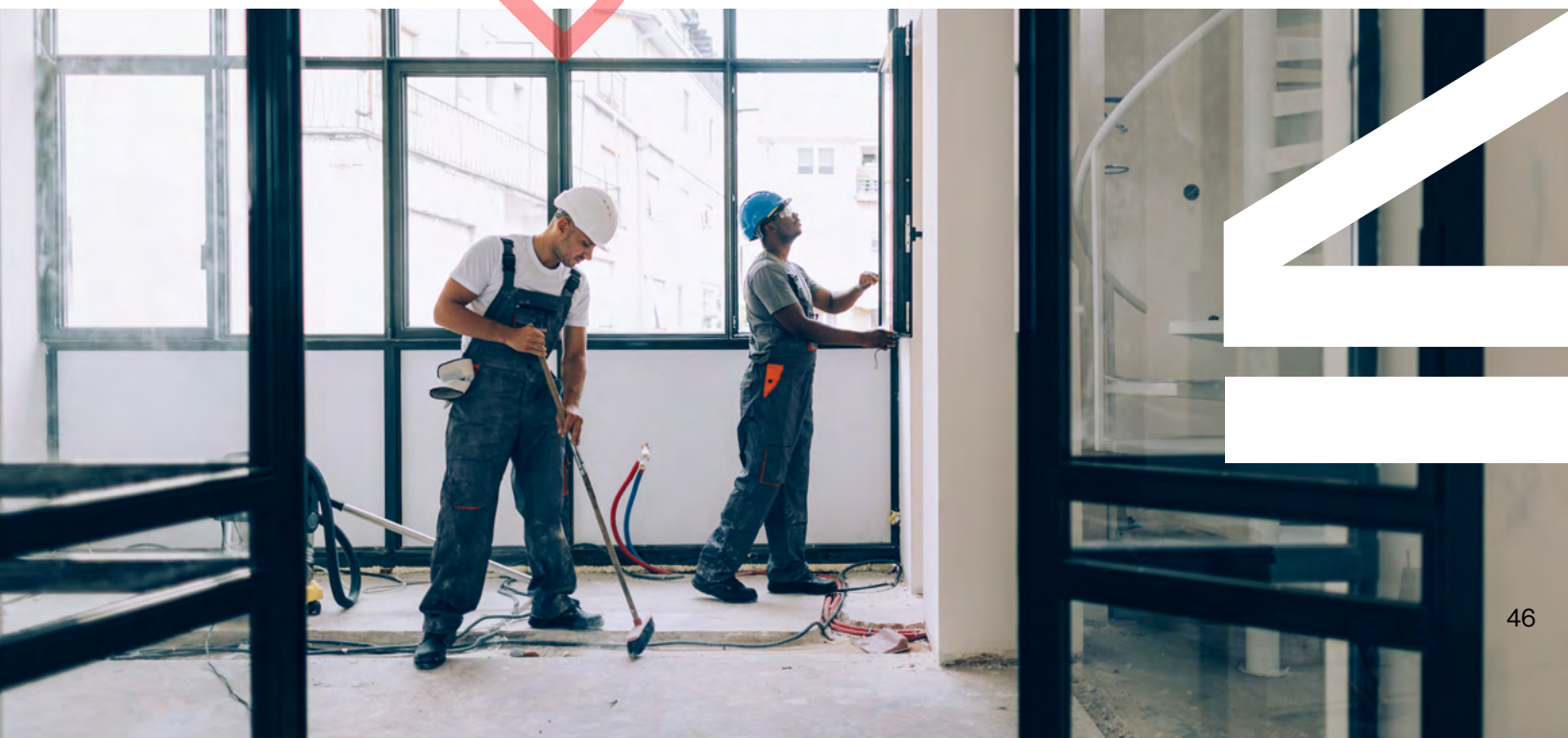
pre-construction condo unit or ask the board or a legal representative to find out if there is or will be existing infrastructure that can be used. For more information, please refer to the [CAO Guide on Electric Vehicle Charging Systems](#).

12.4 Right of Entry

Condo corporations or their authorized representatives have the right to enter units after providing reasonable notice to owners to perform various duties, including:

- Repairing and maintaining common elements
- Performing routine inspections on equipment such as smoke alarms
- Ensuring compliance with the Condo Act and the condo corporation's declaration, by-laws and rules

The condo corporation also has the right to enter units in case of an emergency, such as a fire or water leak, without notice. If planning to lease the unit, owners should inform any tenants about this right to enter.



13. ISSUES AND DISPUTE RESOLUTION

13.1 Raising an Issue with the Condominium Board

Occasionally issues can arise with condo living and there are steps that can be taken to resolve them. Before raising any issues, it is important to review the governing documents to see what restrictions or permissions are set out and what mechanisms may already exist to resolve issues. The following steps can then be considered:

1 Writing a Letter to the Board

Request formal consideration of a concern in writing if there is a condo-related issue that an owner wishes to raise. Provide as much detail as possible about this issue in the letter or email.



Visit the [CAO's Solving Common Issues](#) page for more information on common issues associated with condo living



2 Reaching out on a Condo Corporation's Virtual or Social Platform (If Applicable)

If a condo corporation has an official virtual or social platform and allows owners to send or post messages, the owner could reach out to the condo corporation through that platform. Owners must ensure their message meets the guidelines of the platform, and no private information is shared publicly.

3 Raising an Issue at the AGM

An AGM provides an opportunity to bring up issues regarding the condo corporation and condo business to the board and other owners. As a unit owner, any topic that is relevant to the business of the condo corporation can be raised when new business is discussed at the AGM. Personal grievances like unit specific billing or single unit repairs should not be raised at an AGM.

4 Requisitioning an Owners' Meeting

If the statutory requirements are met, an owner may requisition, also known as request, an owners' meeting to discuss certain issues such as:

- > The removal and replacement of a director before the expiry of that director's term
- > A proposed new rule or change or repeal of an existing rule
- > The discussion of any emerging issue or board decision that impacts the condo community



Use our smart form to requisition a meeting



5 Seek Legal Advice

If a particular issue cannot be resolved through any of the above options, an owner may wish to consider seeking legal advice from a lawyer or paralegal familiar with condo law. Names of lawyers or paralegals may be obtained from the [Law Society of Ontario Referral Service](#). They may provide a free consultation of up to 30 minutes. Owners can also visit our [Legal Resources](#) webpage for more information.



13.2 Mediation, Arbitration and Compliance Orders

Condo corporations may have provisions in their declaration or by-laws establishing a procedure for resolving certain disputes and compliance. [Section 132](#) of the Condo Act also requires that certain disputes (outside the [CAT's jurisdiction](#)) between an owner and the condo corporation must be sent to mediation or arbitration first in an attempt to resolve the dispute.

13.3 Condominium Management Regulatory Authority of Ontario

The [CMRAO](#) is a not-for-profit corporation that is responsible for regulating condo managers and condo management provider businesses and for administering the CMSA.

The CMRAO:

- > Ensures that condo managers and condo management companies are licensed, meet education standards and comply with a code of ethics, among other requirements
- > Maintains a registry of licensed condo managers and condo management providers
- > Promotes awareness of the condo management regulatory system and enforces compliance with the [CMSA](#)

13.4 Handling Complaints about Condo Managers

If an owner believes that their condo manager or management service provider is in violation of the CMSA, including the [Code of Ethics](#), they can [submit a complaint to the CMRAO](#). If the registrar of the CMRAO receives a complaint about a licensee, they may:

- > Attempt to mediate or resolve the complaint
- > Give the licensee a written warning
- > Require the licensee take further educational courses
- > Refer the matter to the discipline committee
- > Propose to suspend, revoke or add conditions to a licence
- > Propose to refuse to renew a licence
- > Take further action as appropriate under the CMSA



13.5 Formal Compliance Mechanisms

1 Responsibility to Comply with the Condo Act

All condo corporations, owners, directors, officers, employees, mortgagees, developers and occupants are required to comply with the Condo Act and the condo corporation's governing documents.

Condo corporations must ensure that owners, residents (e.g., tenants), agents and employees of a condo corporation comply with the Condo Act and the condo corporation's governing documents.

It is up to each owner to make sure that any occupants or visitors comply with the Condo Act and the condo corporation's governing documents.

2 Superior Court of Justice

Certain compliance disputes may be resolved through an application to the Superior Court of Justice, including if the mediation and arbitration process has failed to solve the issue. Condo corporations, owners, occupants of a proposed unit, and developers can all make an application for compliance with any part of the Condo Act, declaration, by-laws or rules. More information on this can be found in [section 134](#) of the Condo Act. However, owners are encouraged to consult a lawyer or paralegal if considering any legal action.

3 Offences Under the Condo Act

The CAO is empowered to pursue compliance against condo corporations who fail to meet certain responsibilities under the Condo Act by issuing Registrar's Certificates, Compliance Orders, and pursuing offences under the [Provincial Offences Act](#).

Under the Condo Act, condo corporations must file returns and notices of change and pay assessment fees to the CAO. Section 136.2 states that it is a provincial offence for a corporation to fail to meet these obligations to the CAO.

[Section 136.1](#) and [section 137](#) of the Condo Act set out further provincial offences for other provisions of the Condo Act.

Anyone who is considering commencing a proceeding with the Provincial Offences Court regarding an offence under section 136.1, section 136.2, or section 137 of the Condo Act is encouraged to consult a lawyer or paralegal.

14. THE CONDOMINIUM AUTHORITY OF ONTARIO

The [Condominium Authority of Ontario](#) (CAO) is a not-for-profit organization mandated to support condo living and enhance consumer protection for condo communities. It plays a vital role in Ontario's condo ecosystem by providing cost-effective, accessible and digital resources in English and French within the three pillars of our mandate.



INFORMATION

- Helpful condo living tips and tools
- Condo forms and templates
- Condo returns
- Searchable Condo Registry



EDUCATION

- Free mandatory director training on key topics like governance, finance and more
- Best practice guides

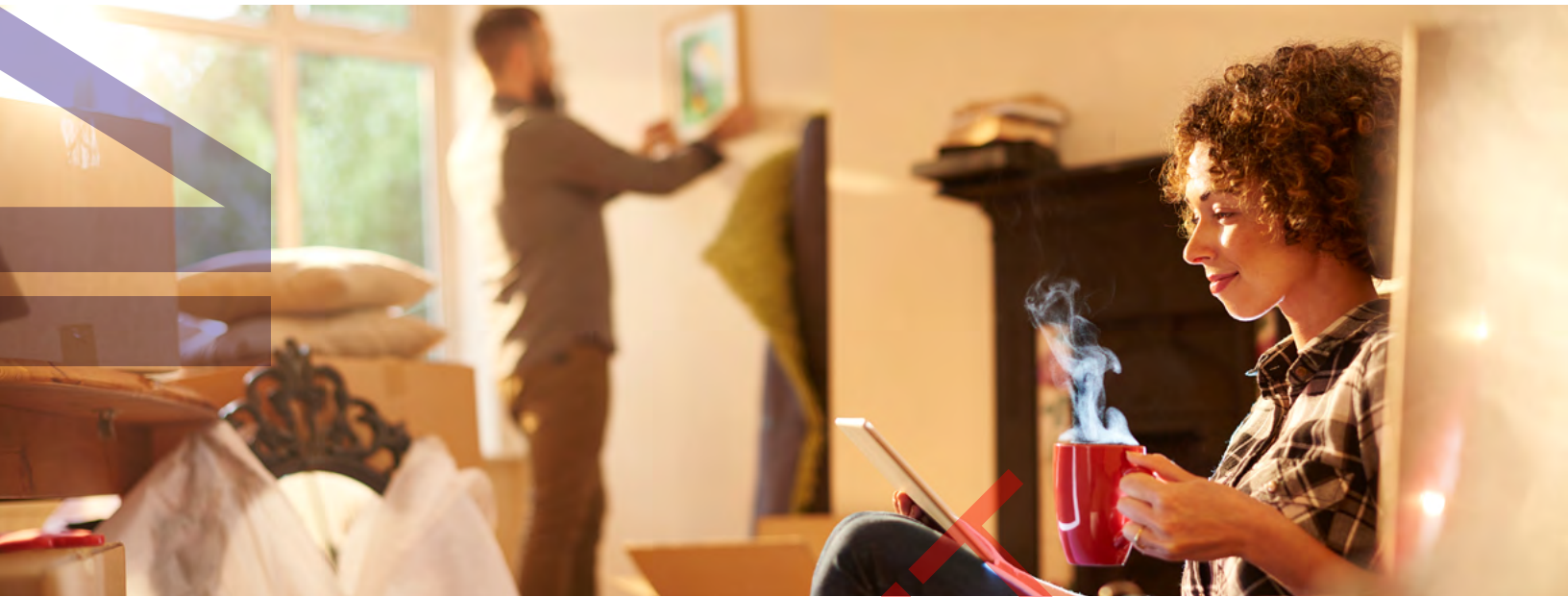


DISPUTE RESOLUTION

Integrated online dispute resolution through:

- Guided steps to help resolve common issues early
- [Condominium Authority Tribunal](#)





14.1 Role of the CAO

The CAO is dedicated to supporting harmonious condo living and has developed many helpful resources that are available on our website for use by all condo communities across Ontario. This includes numerous additional [guides](#), a [Condo Calendar Tool](#), [Condo Forms](#) and [guided steps and sample letter templates](#) for common issues.

The CAO is responsible for designing and administering the mandatory [director training](#) program for all condo board directors in Ontario. The training is available free of charge, accessible online at all times and can be taken by anyone at their own pace. It contains useful information that everyone should know when buying or living in a condo unit.

The CAO is mandated to provide an online dispute resolution service through the [Condominium Authority Tribunal \(CAT\)](#), which adjudicates certain condo disputes. The CAT is dedicated to helping condo owners and corporations resolve disputes conveniently, quickly and affordably. For more details about the CAT, its jurisdiction and the online process, owners can [read more here](#) on our website.

The CAO is also mandated to protect condo consumers and support condo corporations by ensuring that they comply with their legal obligations under the Condo Act. The CAO uses several strategies including proactive advance reminders, escalating notices and legislative measures, such as Registrar's Certificates and Compliance Orders to help condo corporations understand and comply with these obligations. Condo buyers, owners and the general public can find out if a corporation has outstanding compliance issues by searching the CAO's [Condo Registry](#).

In addition, condo buyers, owners and residents can get support by speaking with one of CAO's highly skilled information services team members or by emailing a question using the [Contact Us](#) page on the CAO's website. The CAO encourages everyone to continuously visit the website and use the helpful resources to assist you in navigating your condo living journey.

14.2 The Condominium Authority Tribunal

Certain disputes may be resolved through an application to the Condominium Authority Tribunal (CAT). The CAT can hear issues related to certain condo nuisances, governing document issues, records and more. Refer to our [tribunal webpage](#) for more information.

The Tribunal's process begins when an applicant files a case through the Tribunal's online system. The CAO's Information and Tribunal Analysts review each case when it is filed to identify any potential issues with the application and will advise the applicant how they can be resolved. Once the Tribunal accepts the case, the other parties must join through the Tribunal's online system. Once they do, it will proceed through the Tribunal's three-stage dispute resolution process:

Stage 1 – Negotiation



The applicant files the case and must pay an initial \$25 fee.

Negotiation begins as soon as all of the parties join the case.

Important Note: If a respondent does not join the case, the case may proceed directly to Stage 3 – Adjudication. You should join the case as soon as possible after receiving a notice if you are a respondent or intervenor. An order may be made without your participation if you do not join.

Stage 2 – Mediation



If the parties cannot resolve the issues in Stage 1, the applicant can decide when to move to Stage 2 – Mediation. The applicant pays the \$50 fee and a Tribunal Member is assigned to the case as a Mediator.

Stage 3 – Adjudication



If the parties cannot resolve the issues in Stage 2, the Tribunal Mediator can allow the applicant move the case to Stage 3 – Adjudication. The applicant pays the \$125 fee and a new Tribunal Member is assigned to conduct the hearing as an Adjudicator.

Review the [CAO's Steps to Solve Issues pages](#) here before [filing an application](#) with the Tribunal.



APPENDIX A: PRE-CONSTRUCTION CHECKLIST

How to use this Checklist

This checklist provides a series of questions that you as a buyer should ask yourself before and during the purchasing process of a pre-construction condo unit. You should strongly consider the factors below and how your answers to these questions might impact your decision about purchasing a condo unit and if condo living is meant for you. If you need an explanation or more information about what certain documents are, some hyperlinks have been provided to specific areas of this Guide. Alternatively, you can use the table of contents to find the information that you are looking for. To access a printer friendly version of this checklist to inform the purchase process, please visit the [CAO's website](#).



Important Questions to Ask Yourself



Is my developer licensed and do I have a warranty?

Making sure your developer is licensed and knowing about your warranty coverage is an important step that a buyer should consider:

- > Anyone building or selling a new home in Ontario is required to hold a licence to do so with the HCRA
- > Ensuring that you have warranty protection through Tarion for any deposits and payments (up to \$20,000) made to developers. You must receive proof that the funds are in trust from your developer
- > Ensuring that your new home is covered under warranties and protections by the developer through Tarion

You can use the [Ontario Builder Directory](#) on the HCRA's website to confirm whether the developer is licensed.



Have I considered all the financial implications of purchasing the unit?

In addition to the purchase price, have you considered the additional costs of buying a condo unit?

- > Closing costs (lawyer fees, land transfer tax, other administrative fees)
- > The condo fees that you will be expected to pay which can be found in the first-year budget included in the Disclosure Statement.

Depending on your specific circumstances (first time home buyer) there may be certain incentives or financial options available to you. It is recommended to consult with a financial advisor, financial institution, or realtor before looking to purchase.

☒ **Have I considered all the longer-term costs associated with owning a condo unit?**

There are additional costs associated with owning a condo unit that you should be aware of, including:

- > Increasing condo fees
- > Potential special assessments
- > Property taxes
- > Interest and mortgage rates

☒ **Do I have qualified professionals to help me?**

Finding the right lawyer and real estate agent to assist you in buying a condo unit is important. When looking to find these professionals there are some factors to consider as a buyer:

- > Make sure that these professionals understand your specific needs and timelines as a buyer
- > Before choosing any professional, make sure you do your homework including looking at reviews and making sure they are licensed and are in good standing and have the experience you need for your purchase

☒ **Have I reviewed the governing documents (declaration, by-laws, rules)?**

All residents in the condo corporation must abide by the governing documents. Make sure to review these carefully before you buy to be sure that you agree with how this corporation regulates itself. For example, you want to ensure the condo allows your pet, if you have one.

☒ **Does the condo corporation have the amenities I want?**

What amenities currently exist or will be offered by the condo corporation? Remember you must pay all common expenses regardless of whether or not you use the amenities.

☒ **Does the location of the condo corporation make sense for me?**

Choosing a condo unit that suits your needs is an important aspect of deciding where you want to live. You should consider some of the following:

- > How long will it take to commute to work?
- > How accessible are stores, healthcare services, and other service providers?
- > Which public schools are zoned to the condominium?
- > What are or will be the transportation or infrastructure options (sidewalks, highways, public transportation) available?
- > How will the daily activities in the neighbourhood impact your lifestyle, including any construction or revitalization projects?
- > Where is the unit located in connection to community facilities like a gym or garbage and recycling area? Consider both convenience and potential noise for your lifestyle.

Additionally, location may impact the amount of noise that you experience. Choosing a condo unit in a densely built urban area may lead you to experience much more noise than a condo unit that is in a suburban or rural area.

✓ **What kind of condo corporation do I want to live in?**

There are various kinds of condo units that are available to purchase, including those that are townhouses and in low-rise buildings. It is important to consider the privacy that is offered by the unit, the communal aspect of living in close proximity and sharing common elements. Buyers should consider what kind of condo corporation is best suited for them.

✓ **Do I have adequate insurance coverage?**

Speak with a licensed insurance agent or broker, explaining the needs that you have, the types of coverage you are interested in, and the cost of carrying these policies. Remember! You can talk to multiple insurance providers or bundle insurance policies together to try to reduce the cost.

✓ **Have I reviewed these three important documents in the agreement of purchase and sale?**

- **Pre-construction agreement of purchase and sale** (also known as the purchase agreement)
 - Contains important information about you and your developer's rights and obligations, as well as important information about the unit and construction project
 - The agreement of purchase and sale must be provided with the HCRA Information Sheet, the Addendum to the Agreement of Purchase and Sale and the Tarion Warranty Information Sheet. The Disclosure Statement and CAO Condo Buyers' Guide can be provided separately or included with the other documents.

- **Disclosure Statement** – Contains information about the condo's governing documents, a summary of agreements the condo has or will enter into, a copy of the corporation's budget, and more
- **CAO Condo Buyers' Guide** – This Guide must be provided to you as a buyer of a pre-construction condo unit by the developer and your purchase agreement is not binding until you receive the Guide.
- Your 10-day cooling-off period starts when you receive all three of these documents

✓ **Have I reviewed any shared facilities agreements?**

If your condo corporation is party to any shared facilities agreements, they are important to review because they may impact costs and how you interact with certain spaces in your condo community. These should be referenced in the Disclosure Statement you receive, if applicable.



APPENDIX B: RESALE CONDO CHECKLIST

How to use this Checklist

This checklist provides a series of questions that you as a buyer should ask yourself before and during the purchasing process of a resale condo unit. You should strongly consider the factors below and how your answers to these questions might impact your decision about purchasing a condo unit and if condo living is meant for you. If you need an explanation or more information about what certain documents are, some hyperlinks have been provided to specific areas of this Guide. Alternatively, you can use the table of contents to find the information that you are looking for. To access a printer friendly version of this checklist to inform the purchase process, please visit the [CAO's website](#).



Important Questions to Ask Yourself



Do I have qualified professionals to help me?

Finding the right lawyer and real estate agent to assist you in buying a condo unit is important. When looking to find these professionals there are some factors to consider as a buyer:

- > Make sure that these professionals understand your specific needs and timelines as a buyer
- > Before choosing any professional, make sure you do your homework including looking at reviews and making sure they are licensed and are in good standing and have the required experience



Have I requested and reviewed a status certificate?

Condo corporations cannot charge more than \$100 inclusive of taxes for these and must provide them within 10 days of payment. The status certificate will contain copies of the governing documents, budget for the current fiscal year, a statement on the most recent reserve fund study, information about condo fees, proof of insurance for each current policy, if any special assessments have or will be levied, if the corporation is party to any litigation and more. Status certificates reflect this information as of the day they are issued, so it can be important to make sure the status certificate you review is current.

☒ **Have I reviewed the corporation's legal proceedings?**

In addition to reviewing the information regarding any outstanding judgements and legal proceedings contained in a status certificate, buyers are also encouraged to use resources such as:

- > The CAT's [Tribunal Decisions and Orders](#) page
- > [Canadian Legal Information Institute](#) (CanLII)

These resources can help buyers be more informed about the legal proceedings that a condo corporation has been engaged in. While these will not necessarily disclose all legal proceedings, they can provide insight into the types of disputes occurring in the condo corporation.

☒ **Have I considered all the financial implications of purchasing the unit?**

In addition to the purchase price, have you considered the additional costs of buying a condo unit?

- > Closing costs (lawyer fees, land transfer tax, other administrative fees)
- > The condo fees that you will be expected to pay can be found in the status certificate.

Depending on your specific circumstances (e.g., first time buyer) there may be certain incentives or financial options available to you. It is recommended to consult with a financial advisor, financial institution, or realtor before looking to purchase.

☒ **Have I considered all the longer-term costs associated with owning a condo unit?**

There are additional costs associated with owning a condo unit that you should be aware of, including:

- > Increasing condo fees
- > Potential special assessments
- > Property taxes
- > Interest and mortgage rates

☒ **Have I reviewed the governing documents (declaration, by-laws and rules)?**

All residents in the condo corporation must abide by the declaration, by-laws and rules. Make sure to review these before you buy to be sure that you agree with how this corporation regulates itself. For example, you want to ensure the condo allows your pet, if you have one.

☒ **Does the condo corporation have the amenities I want?**

What amenities currently exist or will be offered by the condo corporation? Are you planning on using some or all the amenities? Remember your common expenses fees will be used to pay for these spaces, even if you don't use them.

☒ **Does the location of the condo corporation make sense for me?**

Choosing a condo unit that suits your needs is an important aspect of deciding where you want to live. You should consider some of the following:

- > How long will it take to commute to work?
- > How accessible are stores, healthcare services, and other service providers?
- > Which public schools are zoned to the condominium?
- > What are or will be the transportation or infrastructure options (sidewalks, highways, public transportation) available?
- > How will the daily activities in the neighbourhood impact your lifestyle, including any construction or revitalization projects?
- > Where is the unit located in connection to community facilities like a gym or garbage and recycling area? Consider both convenience and potential noise for your lifestyle.

Additionally, location may impact the amount of noise that you experience. Choosing a condo unit in a densely built urban area may lead you to experience much more noise than a condo unit that is in a sub-urban or rural area.

☒ **What kind of condo corporation do I want to live in?**

There are various kinds of condo units that are available to purchase, including those that are townhouses and in low-rise buildings. It is important to consider the privacy that is offered by the unit, the communal aspect of living in close proximity and sharing common elements. Buyers should consider what kind of condo corporation is best suited for them.

☒ **Do I have adequate insurance coverage?**

Speak with a licensed insurance agent or broker, explaining the needs that you have, the types of coverage you are interested in, and the cost of carrying these policies. Remember! You can talk to multiple insurance providers or bundle insurance policies together to try to reduce the cost.

☒ **Does the condo corporation have a healthy reserve fund?**

Condo corporations are required by law to keep a reserve fund, which they must use only to make major repairs and replacement to the common elements and assets like hallways, elevators, piping. Buyers should understand how the corporation plans to address those repairs and replacements and what the amount of funding in the reserve fund is. Condo owners are ultimately responsible for the corporation's financial and physical health and are advised to review the status certificate for this information.

✓ **Have I reviewed any shared facilities agreements?**

If your condo corporation is party to any shared facilities agreements, they are important to review because they may impact costs and how you interact with certain spaces in your desired condo community. These should be included in the status certificate you receive, if applicable.

✓ **Have I reviewed the repair and maintenance responsibilities?**

Repair and maintenance responsibilities vary by condo corporation, as they depend on the Condo Act and the governing documents. The condo corporation is generally responsible for repairs and maintenance to the common elements as well as repairs to standard unit elements. Owners are generally responsible for maintaining their units including upkeep and repair after normal wear and tear.

However, the Condo Act allows condo corporations to alter these responsibilities in the declaration. Review your corporation's governing documents for clarification on the repair and maintenance responsibilities, including unit boundaries and standard unit definition.

✓ **Do I still have coverage under the New Home Warranty Plan?**

A re-sale condo unit that you purchase may still have warranty coverage. The longest statutory warranty coverage is for seven years, with a maximum coverage of \$300,000. To find out if your home is still covered you can visit [Tarion's website](#) or contact them by calling (toll free) 1-877-982-7466 or emailing CustomerService@Tarion.com.



GLOSSARY OF KEY TERMS

Addendum to the Agreement of Purchase and Sale: Must be attached to the purchase agreement. Contains the delayed occupancy warranty provided by the developer as well as an official Statement of Critical Dates outlining when the unit will be ready for occupancy along with conditions for extension of Critical Dates and early termination. The Addendum to the Agreement of Purchase and Sale prevails over the purchase agreement and any other attachments if inconsistencies are found.

Agreement of Purchase and Sale (Purchase Agreement): The Agreement of Purchase and Sale contains important information about your rights and obligations as a condo buyer, the builder's rights and obligations as the seller (as applicable), the unit, and the condo construction project.

Annual General Meeting (AGM): Annual owners' meeting where the board of directors presents to the owners on the financial health of the condo corporation and other business.

Board Meetings: Meetings attended by board members to manage the affairs of the condo corporation.

By-laws: By-laws are part of the condo corporation governing documents. By-laws govern how a condo corporation operates. By-laws can cover topics such as the size of your condo board, the process for electing directors, and the format of board meetings. By-laws must be consistent with the declaration and the Condo Act as well as reasonable.

Chargebacks: Charges that are added to the amount of a unit owner's common expense fees. This may happen, for example, due to a condo corporation handling an owner's maintenance obligations or where a condo corporation incurs certain court costs in a legal proceeding against an owner to enforce compliance.

Common Elements: All condo property except the units and assets.

Common Elements Condominium Corporation: A condo corporation that creates common elements but does not divide the land into units. Owners purchase land tied to part of a common element condo corporation in which they also have an ownership interest (such as a shared road, ski hill or golf course) and pay common expense fees.

Common Expenses: The amount of money that an owner contributes in the proportions specified in the declaration, also known as condo fees or maintenance fees. These go towards paying expenses (operating and reserve), including for, among other things, the maintenance and upkeep of the condo corporation's common elements.

Common Terms for “Developer”: For ease of reference, this Guide uses the term developer when referring to the legal obligations that declarants, vendors, and builders have during the pre-construction purchasing process.

Condo Corporation: A legal entity that comes into existence when a declaration and description are registered with the Land Registry Office. All units and common elements are part of a condominium corporation, and condominium corporations are governed by boards of directors on behalf of owners.

Condo Manager: An individual licensed by the Condominium Management Regulatory Authority of Ontario who is hired by a condo corporation to oversee a condo corporation's day-to-day operations. Condo managers are accountable to the board of directors of the condo corporation.

Condominium Act, 1998 (Condo Act): Condominium Act, 1998 is provincial legislation that governs aspects of condo ownership, living, governance and operations in Ontario.

Condominium Authority Tribunal (CAT): an online tribunal administered by the Condominium Authority of Ontario that is authorized to resolve certain disputes primarily between condo corporations and owners.

Condominium Management Services Act, 2015 (CMSA): The CMSA provides a framework for regulating condo managers and condo management providers and requires that they be licensed to provide condo management services in Ontario.

Cooling Off Period: 10-day period within which buyers of pre-construction condos have the right to rescind, or cancel, a purchase agreement they have signed, for any reason whatsoever. Begins on the later of the date the buyer received the Disclosure Statement, a copy of CAO Condo Buyers' Guide, and the copy of the Agreement of Purchase and Sale.

Declarant vs. Vendor vs. Builder: Declarants are individuals or business entities that own the land upon which the condo corporation will be constructed. The word vendor appears in the agreement of purchase and sale and is the person or company that will sell the condo unit that is being purchased. A builder will construct the unit and together with the vendor, provide the required warranties associated with the new home. **It is possible that the same individual or entity may be all three or both the vendor and builder.**

Declaration: Governing document that contains important information about the condo corporation, such as the percentage that the unit owner must contribute to the common expenses and a breakdown of the responsibilities for repairing and maintaining the units and common elements.

Delayed Occupancy: When a unit buyer is unable to take possession of the new residential unit by the firm or outside occupancy dates contained in the Addendum to Agreement of Purchase and Sale.

Description: The description defines the units and the common elements and specifies the boundaries between them.

Developer-Controlled Board: A condo corporation board including directors appointed by the declarant (the developer).

Directors: The individuals who are appointed or elected to manage the affairs of the condo corporation. Directors are responsible for making important decisions and serve for terms of up to three years.

Director Training: Training program provided by the Condominium Authority of Ontario. All condo directors appointed, elected, or re-elected on or after November 1, 2017, are required to complete the training program within six months of their appointment, election, or re-election. Directors do not have to take the training if they have completed the program within the previous seven years.

Disclosure Statement: A document that your developer must provide when you purchase your unit from them or someone benefiting them, and which includes important information about your unit and the condo corporation (proposed or registered).

Exclusive Use Common Elements: Common elements that specific unit owners/occupiers have exclusive use of, such as a balcony connected directly to a single unit.

Governing Documents: A condo corporation's declaration, by-laws, and rules. These governing documents together with the Condo Act outline how the condominium is intended to operate and what owners and residents are allowed to do.

Information Certificates: Information Certificates help to ensure that owners receive ongoing information about their condo corporation throughout the year. There are three types: Periodic Information Certificates, Information Certificate Updates, and New Owner Information Certificates.

Information Certificate Update (ICU):

Information certificates which include information on certain key changes before the next scheduled Periodic Information Certificate (such as changes in the directors or officers of the condo corporation). These are to be distributed within 30 days of the change.

Interim Occupancy: When a buyer takes occupancy of their unit before the condo corporation has been registered with the Land Registry Office and before ownership is transferred to the buyer. The duration of the interim occupancy is called the interim occupancy period, and during that period the buyer is required to pay occupancy fees. The buyer can move into the unit during this period but is not required to.

Interim Occupancy Fee: The amount that a buyer is required to pay the developer during the interim occupancy period.

New Owner Information Certificate (NOIC):

Information certificates which are sent to new owners within 30 days after the new owner provides written notice stating their name and the unit that they own in the condo corporation.

Notices: Notices are documents containing information that an individual is entitled to receive as a unit owner. Notices will be delivered to you in either hardcopy or digitally.

Owners' Meetings: Meetings which all owners are invited to. Includes annual general meetings, owner-requisitioned meetings, turn-over meetings, and meetings called by the board regarding the transaction of any condo business.

Owner-Requisitioned Meetings: Meetings requested by the owners to discuss/vote on a specific topic, such as the removal of a director or voting on a rule proposed by the board of directors.

Parcel of Tied Land (POTL): Property that is tied to a shared property interest in a common elements condo corporation. Purchasing a POTL means you are buying a share in a common elements condo.

Periodic Information Certificate (PIC): Information certificates which focus on the condo corporation's board, finances, insurance, reserve fund, legal proceedings, and other matters.

Phased Condominium Corporation: A condominium that is built and registered in phases. Once the construction is complete, it becomes a standard condominium.

Proxy: If an owner cannot attend an owners' meeting, they can appoint anyone to attend and act on their behalf at the meeting. This individual is known as a proxy and can attend and potentially vote at the meeting based on the instructions provided by the owner or other proxy giver.

Proxy Form: A legally required form that allows an individual known as a proxy to be appointed to attend a meeting on behalf of an owner or other proxy giver who cannot attend. The required proxy form can be found on the [CAO's website](#).

Quorum (Board Meetings): The law requires that a majority of directors be present at a board meeting, regardless of any vacancy on the board. Without quorum, the board of directors cannot meet to conduct business of the condo corporation.

Quorum (Owners' Meetings): The law requires that a minimum number of owners be present at an owners' meeting either in person, by proxy, or electronically or telephonically. Without quorum, voting cannot take place, however discussion on relevant business is still permitted.

Records: The Condo Act requires all condo corporations keep adequate records. Current owners, purchasers and mortgagees are entitled to request access to, or copies of, their condominium corporation's records with some restrictions.

Reserve Fund: A fund condo corporations save and use to handle the larger financial burdens, for major repair or replacements of common elements and assets as needed.

Reserve Fund Study: Determines how much money needs to be in the reserve fund to ensure the major repairs/replacements can be paid for in the future. The reserve fund study must be prepared by a specialist, like an engineer. The board of directors approves the study, then informs owners of the results of the study.

Rules: Rules are part of the condo corporation's governing documents. Rules exist for the protection of those living in the condo corporation as well as the protection of the assets of the condo corporation itself, and to prevent unreasonable interference with the use and enjoyment of the units, common elements, and assets of the condo corporation. Rules must be consistent with the Condo Act and the declaration and by-laws of the condo corporation as well as be reasonable.

Special Assessment: An extra one-time charge added on top of an owner's common expense fees.

Standard Condominium Corporation: The most common type of condo corporation in Ontario, where the condo corporation is made up of units and common elements.

Statement of Critical Dates: The Statement of Critical Dates can be found in the Addendum to Agreement of Purchase and Sale. The Statement contains the dates you can expect to take occupancy of your unit, as well as other important information.

Status Certificate: A document that anyone can request from a condo corporation and which contains important information about the unit and condo corporation.

Tarion Warranty Information Sheet: Must be attached to the purchase agreement. Outlines key information about the warranty buyers are entitled to if the unit has defects. It also includes information about Tarion, deposit protection, delayed occupancy coverage, warranty exclusions, construction performance guidelines, common elements warranties and pre-delivery inspections of the unit.

Turn-Over Date: This is the date when the turn-over meeting will be held by the developer-controlled board and important documents will begin to be transferred to the newly elected board of directors.

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Turn-Over Meeting: The meeting held by the developer-controlled board within 42 days of the developer ceasing to own a majority of the units. At this meeting, the owners will elect a new board and the developer-controlled board will turn over several items to the new owner-elected board.

Unit: A condo unit is the property owned by one or more owners. There are different types of units including residential, commercial, storage, parking spaces and others. The specific details and boundaries of a condo corporation's units can be found in a corporation's declaration and description.

Vacant Land Condominium Corporation:

A type of condo corporation in which the units may be vacant lots at the time of purchase, and the condo corporation may resemble a subdivision. Common elements are often things such as roadways, sewer systems, and amenities such as parks or recreation facilities.

CAO Contact

[Message us](#) through our website or call Monday-Friday 9:00 a.m. - 5:00 p.m.

CAO Local – 416-901-9356

CAO Toll Free – 844-880-5341

TTY (telephone device for the hearing impaired)

[Bell Relay Service](#)

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