



**PRO GUARD**  
PROPERTY MANAGEMENT

# **CONDOMINIUM DOCUMENTS**

## **FOR**

**GREY STANDARD  
CONDOMINIUM  
CORPORATION NO. 83**

## GREY CONDOMINIUM CORPORATION

# 83

Approved Budget for the period:

March 1, 2021 to February 28, 2022

## Budget Summary

OPERATING EXPENSES:	Budget 2020/2021	Estimated Actual 2020/2021	Approved Budget 2021/2022	%
<b>CONTRACTS:</b>				
Grounds Maintenance - Year Round	\$21,300	\$21,289	\$21,730	
Janitorial Services	\$22,030	\$27,335	\$27,720	
Property Management	\$22,240	\$22,330	\$22,780	
Elevators	\$11,500	\$11,325	\$11,500	
Seasonal Decoration - Lobby and Entrance	\$2,700	\$3,600	\$2,700	
Sub Total:	\$79,770	\$85,879	\$86,430	8.3%
<b>ADMINISTRATIVE:</b>				
Office Supplies	\$1,350	\$1,343	\$1,400	
Insurance	\$28,975	\$27,400	\$28,975	
Audit	\$3,500	\$3,845	\$4,000	
Legal	\$1,000	\$0	\$1,000	
CAO - Condominium Authority of Ontario	\$432	\$443	\$443	
Far Hills Club	\$25,834	\$27,859	\$28,534	
Meetings	\$200	\$456	\$350	
Bank Fees	\$600	\$552	\$600	
Sub Total:	\$61,891	\$61,897	\$65,302	5.5%
<b>UTILITIES:</b>				
Hydro	\$31,000	\$26,700	\$30,000	
Water/Sewer	\$2,000	\$1,067	\$2,000	
Telephone	\$2,700	\$3,011	\$3,100	
Gas	\$4,800	\$4,500	\$4,800	
Sub Total:	\$40,500	\$30,777	\$39,900	-1.5%
<b>GENERAL MAINTENANCE:</b>				
General Repairs	\$8,000	\$19,450	\$9,000	
Garage Door -Repairs and Inspections	\$1,500	\$2,000	\$1,500	
Garage Sweep & Power Wash	\$2,400	\$1,525	\$2,000	
Sump Pump Pit Cleaning/Annual Maintenance	\$1,000	\$700	\$1,000	
Electrical Repairs	\$1,500	\$9,500	\$2,500	
Plumbing Repairs	\$1,000	\$0	\$1,000	
Window Repairs	\$1,000	\$0	\$1,000	
Window Cleaning	\$2,000	\$1,810	\$2,000	
HVAC - Maintenance and Repairs	\$3,900	\$3,820	\$3,900	
Building Supplies/Cleaning	\$500	\$825	\$700	
Carpet Cleaning	\$1,800	\$1,470	\$1,800	
Floor Mats/Rugs	\$1,750	\$2,053	\$2,200	
Access (FOB) System	\$750	\$0	\$750	
Garbage Disposal	\$200	\$280	\$200	
Pest Control	\$500	\$953	\$750	
Landscaping Improvement & Repair	\$2,500	\$2,825	\$2,500	
	\$30,300	\$47,211	\$32,800	8.3%
<b>FIRE SAFETY:</b>				
Fire System Inspection - Annual	\$4,000	\$3,500	\$4,000	
Fire System Inspection - Monthly	\$3,250	\$3,235	\$3,500	
Fire System Repairs	\$2,500	\$1,740	\$2,500	
Fire System Monitoring	\$1,400	\$913	\$1,200	
Fire Safety Plan Reviews	\$1,800	\$0	\$1,800	
Sub Total:	\$12,950	\$9,388	\$13,000	0.4%
<b>TOTAL OPERATING EXPENSES:</b>	<b>\$225,411</b>	<b>\$235,153</b>	<b>\$237,432</b>	<b>5.33%</b>
<b>RESERVE FUND:</b>				
Reserve Fund Contributions	\$93,423	\$93,423	\$115,844	24.00%
<b>DEFICIT RECOVERY</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>COMMON EXPENSES REQUIRED:</b>	<b>\$318,834</b>	<b>\$328,576</b>	<b>\$353,276</b>	<b>10.80%</b>
<b><u>SURPLUS / DEFICIT</u></b>				
Accumulated from previous years	\$9,429			
Current Year surplus/(deficit)		-\$9,742		
Balance forwarded to next year			-\$314	

# FAR HILLS SHARED BUDGET

Approved

Fiscal Year:  
March 1, 2021 to February 28, 2022

	Budget 2020/2021	Estimated Actual 2020/2021	Approved Budget 2021/2022	%
<b>GROUNDS MAINTENANCE:</b>				
Grounds Maintenance	\$5,740	\$5,710	\$5,825	
Landscape Improvements	\$500	\$0	\$500	
Sub Total:	\$6,240	\$5,710	\$6,325	1.4%
<b>BUILDING MAINTENANCE:</b>				
Clubhouse Cleaning	\$3,705	\$3,060	\$3,730	
Tennis Court Maint/Equip.	\$500	\$563	\$500	
Clubhouse Bldg. Maintenance	\$1,500	\$1,657	\$1,800	
Fire and Life Safety	\$655	\$535	\$655	
Swimming Pool Maintenance	\$24,075	\$15,363	\$28,955	
Swimming Pool Repairs	\$300	\$0	\$300	
HVAC Maintenance and Repairs	\$850	\$3,146	\$2,200	
Access (FOB) System	\$500	\$0	\$500	
HVAC Repairs	\$500	\$1,380	\$0	
Carpet Cleaning	\$225	\$0	\$225	
Insurance Appraisal	\$650	\$650	\$0	
Sub Total:	\$33,460	\$26,354	\$38,865	16.2%
<b>UTILITIES:</b>				
Gas	\$1,500	\$960	\$1,500	
Hydro	\$4,000	\$3,575	\$4,000	
Water	\$850	\$665	\$850	
Hot Water Tank Rental	\$680	\$678	\$680	
TV/Internet/Pool Phone	\$1,085	\$1,164	\$1,175	
Sub Total:	\$8,115	\$7,042	\$8,205	1.1%
<b>ADMINISTRATION:</b>				
Meetings	\$0	\$55	\$75	
Insurance	\$5,300	\$5,037	\$5,300	
Office Supplies	\$400	\$100	\$400	
Bank Fees	\$150	\$120	\$150	
Management Services	\$5,630	\$5,630	\$5,800	
Sub Total:	\$11,480	\$10,887	\$11,650	1.5%
<b>TOTAL OPERATING EXPENSES :</b>	<b>\$59,295</b>	<b>\$49,993</b>	<b>\$65,045</b>	<b>9.7%</b>
<b>SURPLUS/DEFICIT</b>				
Accumulated - Previous Years	-\$4,212.00			
Surplus/Deficit - Current Year		\$9,302		
Estimated Surplus(Deficit) forward			\$5,090	

			Last Year 2020/2021	This Year 2021/2022
Condominium Corporation	% Share			
GSCC 82	Townhouses	56.1321%	\$33,283.53	\$36,511.12
GSCC 83	Towers	43.8679%	\$26,011.47	\$28,533.88
		100.00%	\$59,295.00	\$65,045.00



**Atrens-Counsel  
Insurance Brokers**  
Part of Arthur J. Gallagher Canada Limited

### CERTIFICATE OF INSURANCE

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

**NAMED INSURED:** GREY STANDARD CONDOMINIUM CORPORATION NO. 83

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

**PROPERTY INSURED:** 25 (Units 9-16, Levels 1, 2 & 3) Beaver Street;  
27 (Units 1-8, Levels 1, 2 & 3) Beaver Street,  
Thornbury, Ontario  
N0H 2P0

**TERM:** March 13, 2021 TO March 31, 2022

**COMMERCIAL PACKAGE POLICY NO. 81770169**

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

Amount of Insurance: \$20,177,404.00

Deductibles: \$ 10,000.00 STANDARD  
\$ 25,000.00 SEWER BACKUP  
\$ 25,000.00 WATER  
\$ 25,000.00 FLOOD  
\$ 50,000.00 EARTHQUAKE

Company: Aviva Insurance Company of Canada 46%  
Wawanesa Insurance 34%  
RSA Insurance Company of Canada 20%

**COMPREHENSIVE GENERAL LIABILITY:**

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

**DIRECTORS AND OFFICERS LIABILITY:**

Limit of Liability:	\$5,000,000.00
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**EQUIPMENT BREAKDOWN INSURANCE:**

Limit per Accident:	\$20,177,404.00
Company:	Aviva Insurance Company of Canada
Policy Number:	81638409-2456

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.  
It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.

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

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

Authorized Representative

Date: March 17, 2021

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**Atrens-Counsel  
Insurance Brokers**  
Part of Arthur J. Gallagher Canada Limited

### CERTIFICATE OF INSURANCE

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

**NAMED INSURED:** SHARED FACILITY FOR GREY STANDARD CONDOMINIUM CORPORATION NO. 82 AND GREY  
STANDARD CONDOMINIUM CORPORATION NO. 83

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

**PROPERTY INSURED:** 26 Beaver Street, South  
Thornbury, Ontario  
N0H 2P0

**TERM:** March 13, 2021 TO March 13, 2022

COMMERCIAL PACKAGE POLICY NO. 81786362

**PROPERTY:** Form: Comprehensive All Risk Policy  
Amount of Insurance: \$1,428,022.00  
Deductibles: \$ 2,500.00 STANDARD  
\$ 5,000.00 SEWER BACKUP  
\$ 5,000.00 WATER  
\$ 25,000.00 FLOOD  
\$ 50,000.00 EARTHQUAKE  
Company: Aviva Insurance Company of Canada

**COMPREHENSIVE GENERAL LIABILITY:**

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

**DIRECTORS AND OFFICERS LIABILITY:**

Limit of Liability: N/A

**EQUIPMENT BREAKDOWN INSURANCE:**

Limit per Accident: \$1,428,022.00  
Company: Aviva Insurance Company of Canada  
Policy Number: 81638409-2576

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.  
It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.  
A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

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

Authorized Representative

Date: March 18, 2021

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# Grey Standard Condominium Corporation No 83, Far Hills

c/o 391 First Street, Suite 301, Collingwood, Ontario L9Y 1B3 Phone: 705-445-6383 Fax: 705-445-7086

E-mail: [pgm@proguardmgmt.com](mailto:pgm@proguardmgmt.com)

October 3, 2017

Far Hills  
25 Beaver St South and 27 Beaver St South  
Thornbury, Ontario  
N0H 2P0

Dear Far Hills Owners and Tenants;

**Re: No Smoking Bylaw**

Recently, the Board of Directors has received a number of comments/communications from residents with regards to smoking concerns.

The Board of Directors would like to remind everyone that the Condominium Corporation has a "**No Smoking Bylaw**" that is in effect. Attached is a copy of the Bylaw for your reference.

The Bylaw states that **smoking is not permitted** within the individual suites (units) and on the common areas. Please refer to Section 1 for details.

The Board of Directors takes this issue very seriously and will address this matter as follows:

- 1) Upon receipt of a signed written letter of complaint – citing the suite creating the concern – the Condominium Corporation will issue a letter outlining the issue to the owner of the suite.
- 2) Should a second letter of complaint be received the matter will automatically be forwarded to a Solicitor to be addressed with the owner of the suite in question.

## **NOTE**

All costs incurred by the Condominium Corporation to address this violation will be charged back to the unit owner and collected in the same manner as common expense fees.

Should you wish to smoke you must be off the property of GCC 83, Far Hills.

Thank you for your anticipated co-operation with this matter.

On behalf of  
Grey Standard Condominium Corporation No 83

Alison Carey  
President, Board of Directors

Allan Nolan, R.C.M.  
Property Management

GREY STANDARD CONDOMINIUM CORPORATION NO. 83

Town of The Blue Mountains

By-Law Number 7 of GSCC 83

BE IT ENACTED as a by-law of Grey Standard Condominium Plan No. 83 as follows:

**No-Smoking Bylaw:**

1. Smoking prohibition: Due to the irritation and known health risks of exposure to second-hand tobacco smoke, increased risk of fire and increased maintenance and cleaning costs, all forms of smoking are prohibited on the condominium property including:
  - a. Inside all condominium units;
  - b. On deeded or exclusive use patios, balconies, indoor parking/storage spaces; and
  - c. On any part of the condominium that is a common element or exclusive use common element.
2. Definition of smoking: "Smoking" shall include the inhaling, exhaling, burning or carrying lighted tobacco.
3. Definition of Business Invitee. The term "business invitee" shall include but is not limited to any contractor, tradesperson, agent, household worker, or other person hired by the tenant or resident to provide a service or product.
4. Uniform application of policy: This bylaw takes effect upon the approval by the members of the condominium corporation, and applies to all persons, including but not limited to owners, tenants, invitees, business invitees, occupants and visitors.
5. Reasonable accommodation may be made by the board of directors if an owner or occupant proves that to prohibit smoking would result in discrimination prohibited by the *Ontario Human Rights Code*. The board of directors in its sole discretion, will determine whether or not the resident has proven that the prohibition of smoking would be discriminatory pursuant to the *Ontario Human Rights Code* and reserves the right to dedicate an outdoor smoking area for said owner or occupant in the event the board of directors approves a reasonable accommodation.
6. Smoking prohibited in enclosed common areas: Pursuant to the *Smoke-Free Ontario Act*, and despite anything contained in this by-law, smoking is not permitted in enclosed common areas of this condominium, including but not limited to hallways, elevators, the parking garage, electrical and mechanical rooms, etc.
7. Notice in the status certificate: Notice of the no-smoking by-law shall be contained within all status certificates provided by the condominium corporation.
8. No-smoking policy in the Shared Facilities, which is subject the Shared Facilities Agreement between Grey Standard Condominium Corporation #82 and Grey Standard Condominium Corporation # 83 shall be determined by the boards of the two condo corporations in accordance with the Shared Facilities Agreement. The no-smoking policy for use of the Shared Facilities shall supersede this by-law in the event that a conflict may arise.

Enacted as a by-law this 30 day of July, 2016

Per:

Name: Trevor Heather

Title: President

I have the authority to bind the Corporation

Name: ANN COX

Title: Secretary

I have the authority to bind the Corporation

# Grey Standard Condominium Corporation No 83, Far Hills

391 First Street, Suite 301, Collingwood, Ontario L9Y 1B3

Phone: 705-445-6383 Fax: 705-445-7086

E-mail: [pgm@proguardmgmt.com](mailto:pgm@proguardmgmt.com)

## **CANNABIS (or any substance) AND RELATED SMOKING OR INHALING DEVICES**

\*\*\*\*\*

Developed: November 5, 2018

Effective: December 5, 2018

WHEREAS the Corporation's Board of Directors (the "Board") may, in accordance with Section 58 of the Condominium Act, 1998 (the "Act"), make, amend or repeal rules respecting the use of the units, the common elements or the assets, if any, of the Corporation to:

- a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the Corporation; and/or
- b) prevent unreasonable interference with the use and enjoyment of the units, the common elements and/or the assets, if any, of the Corporation;

AND WHEREAS smoking, of any substance, presents a risk of unreasonable interference with the use and enjoyment of the units, the common elements, and/or the assets of the Corporation;

AND WHEREAS smoking, of any substance, presents a risk of unreasonable interference with the safety and welfare of the owners;

AND WHEREAS the cultivating or growing of cannabis plants presents a risk of resulting humidity, condensation, mould, and/or a disproportionate consumption of utilities in the units that cultivate or grow cannabis plants;

AND WHEREAS the alteration of cannabis plants in order to prepare varying types of cannabis products for personal use may present a risk of an activity being carried out in a unit, the common elements and/or the assets, if any, of the Corporation which is likely to damage the property or assets of the Corporation or that will unreasonably create a nuisance, annoyance, or disruption to an individual in a unit, the common elements and/or the assets, if any, of the Corporation;

AND WHEREAS these rules shall be interpreted and applied in accordance with the applicable provisions of the Ontario Human Rights Code (the "Code") regarding accommodating persons with disability-related needs;

AND WHEREAS this preamble shall form a fundamental part of these rules;

NOW THEREFORE THE CORPORATION'S RULES ARE HEREBY ENACTED AS FOLLOWS:

### A Rule with Respect to Cannabis and Other Smoking Related Devices

#### Definitions

(a) "Cannabis" means a cannabis plant and the following are included in the definition of "cannabis":

- i. Any part of a cannabis plant, including the phytocannabinoids produced by, or found in, such a plant, regardless of whether that part has been processed or not;
- ii. Any substance or mixture of substances that contains or has on it any part of such a plant; and/or
- iii. Any substance that is identical to any phytocannabinoids produced by, or found in, such a plant, regardless of how the substance was obtained.

(b) "Cannabis Plant" means a plant that belongs to the genus Cannabis.

(c) "Cultivation of Cannabis" means the growth of one or more Cannabis Plants by means of labour and attention which growth results in the propagation and/or harvesting of cannabis,

(d) "Alteration of Cannabis" means modification of cannabis by any method or process, including by manufacturing, synthesizing, and/or altering its chemical or physical properties by any means.

(e) "Flora" means any plant, excluding a Cannabis Plant.

(f) "Smoking" means the inhaling, vaping, breathing, carrying, or possession of any lighted cigarette, electronic or e-cigarette, cigar, pipe, vaporizer, or inhalant-type device and/or other product containing any amount of tobacco, cannabis, and/or other smoke-producing substance, or any other similar heated or lit product,

#### Smoking

(a) All forms of smoking are prohibited on the Corporation property, including:

- i) Inside any of the Condominium units
- ii) On any part of the interior or exterior common element areas, which include but are not limited to the exclusive use balconies and terraces

### Cultivation of Flora and Cannabis Plants

- (a) Cultivation of Cannabis is not permitted in the units or on the exclusive use patios, balconies and terraces

### Alteration of Cannabis

- (a) Any alteration of Cannabis for personal use shall not be performed in the units or on the exclusive use patios, balconies and terraces.

### Medicinal Use of Cannabis

- (a) Pursuant to the Code, every person has a right to equal treatment with respect to the occupancy of accommodation, without discrimination because of, among other grounds, disability,

- (b) The Corporation will evaluate any and all accommodation requests pursuant to the Code on a case-by-case basis.

- (c) Should a resident with a Code-protected disability require an accommodation to smoke Cannabis for medicinal purposes, the resident must provide the Corporation with such information as the Board may reasonably require, including, but not necessarily limited to, the following:

i. A letter from the resident outlining his or her need for this particular type of accommodation; and

ii. A letter from the resident's physician/medical doctor, on letterhead, providing a diagnosis and indicating that the resident has a recognized disability as defined in Section 10 of the Code. The letter should provide information regarding the resident's limitations or needs as associated with the disability to support the resident's need for this specific type of accommodation. Should inhalation be the prescribed route of administration for the patient then the physician/medical doctor letter must provide an explanation as to why the inhalation format, versus all other routes of administration, is the only feasible treatment method for their patient.

- (d) Should the resident fail to abide by subsection (c) when requesting an accommodation to smoke Cannabis for medicinal uses, the resident will be deemed to have failed in discharging his or her onus to assist the Corporation in its efforts to secure the appropriate accommodation for the resident.

Grey Condominium Corporation No 83, Far Hills

## **Storage - Balconies and Parking Spaces**

\*\*\*\*\*

Dear Far Hills Homeowners/Tenants;

Further to the newsletter, issued in August 2017, we would like to thank those residents who have addressed the issue of items stored on their balconies.

After a recent site inspection we observed there are still some issues with a number of balconies. We have outlined the rules of the Condominium Corporation below. Please review them carefully.

### **Balconies**

Once again, we would like to take this opportunity to remind residents that, under the Condominium Corporation rules, only plants, flowers and seasonal furniture may be placed on balconies.

It is kindly requested that if you have items other than those noted above stored on your balconies these items must be removed and stored in the appropriate location – within your suite or in your storage locker.

In addition, it was noted that several residents still have flags mounted on their balconies.

We wish to remind everyone that the placement of flags on the balcony or affixed to the balcony railings is not permitted and it is requested that these items be removed.

### **Parking Spaces**

After a recent inspection of the parking garage it was noted that a number of residents have items stored in their parking space and/or outside their storage locker.

We wish to remind everyone that the storage of items, including bicycles, in your parking space is not permitted. Much like balconies – items must be stored within your suite or in your storage locker.

These issues were reviewed at the recent meeting of the Board of Directors.

The Board of Directors has requested that residents address these issues by Monday October 16, 2017.

Should these issues not be appropriately addressed by this date the Condominium Corporation will make arrangements to have the items removed and disposed of.

All costs incurred by the Condominium Corporation will be charged back to the suite and collected in the same manner as common expense fees.

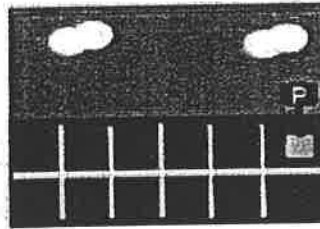
Thanking you in advance for your cooperation and understanding with this matter.

**FAR HILLS**  
Grey Condominium Corporation No. 83

# Far Hills Herald

\*\*\*\*\*

## Parking – Special Bulletin



To All Far Hills Owners, Residents & Tenants

As you will have read in our recent newsletter, the Board of Directors has been considering the layout and availability of parking spots for our two buildings. Our visitors parking area is in between the two buildings and consists of 3 disabled parking spots and 8 regular parking spots. These visitor spots are exclusively for the use of the guests of residents in our buildings. They are not intended to be permanent parking spots.

It has come to our attention that there are several vehicles which are consistently parked in the visitor parking area for long periods of time including overnight. We would like to take this opportunity to ask the owners of these vehicles to move them to the non-designated parking spaces around the outside of the parking lot as soon as possible.

Contractors or service providers working in your suite should be advised to park their commercial vehicles around the perimeter of the parking lot.

The Condominium Corporation will be repainting the lines for the parking lot in the spring, once the snow and salt has gone.

In the meantime, with the approach of winter, would you please ensure the visitor parking area remains available for visitors to the building.

Thank you for your anticipated co-operation with this very important matter.

GCC 83, Far Hills, Board of Directors

# Grey Condominium Corporation No 83, Far Hills

391 First Street, Suite 301, Collingwood, Ontario L9Y 1B3

Phone: 705-445-6383

Fax: 705-445-7086

E-mail: [pgm@proguardmgmt.com](mailto:pgm@proguardmgmt.com)

## PERSONS REQUIRING SPECIAL ASSISTANCE INFORMATION FORM

\*\*\*\*\*

Individual(s) Requiring Assistance:  
(Print Name)

Address:

Suite:

Telephone:

As required in the Condominium Corporation's Fire Safety Plan, and in order to ensure the safety of all residents during any emergency we are requesting your co-operation.

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

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

A brief description of the individual(s) medical condition along with the type of assistance needed is required in order to provide Emergency Services the essential information in order to provide the necessary assistance.

Name	Medical Condition	Type of assistance required

Date:

Signature(s):



# Far Hill Club

## Shared Facilities

26 Beaver Street South  
Thornbury, Ontario  
N0H 2P0

## RULES AND REGULATIONS

\*\*\*\*\*

Updated: August 27, 2018



The attached rules and regulations for Far Hills Club (Shared Facilities) pertain to the:

- ✓ Clubhouse
- ✓ Swimming Pool
- ✓ Tennis Court
- ✓ Pool Table

These rules and regulations apply to all owners, tenants and accompanied guests.

Regrettably, anyone found disobeying any of the rules may be asked to leave the premises and have privileges suspended. Should any damages have occurred all associated costs to carry out the repairs will be charged back to the unit owner.

Should you have any question please do not hesitate to contact Property Management.

## CLUBHOUSE

1. The Clubhouse is to be left clean and undamaged by 10:00am the morning following any rental function.
2. The building is to be completely secured upon exit.
3. There will be no smoking (including e-cigarettes) in the Clubhouse or on the surrounding property.
4. The heat is not to be turned down below 15C upon leaving (winter months only).
5. Children under 16 years must be accompanied by an adult at all times.
6. Use of exercise equipment is limited to ages 16 years and older.
7. All lights are to be turned off when exiting the building.
8. Entry FOBS are for the sole use of residents of the unit the FOB is registered to.
9. Improper use of FOBS (i.e.: lending) will result in deactivation of FOB.
10. When renting the Clubhouse, tea towels, etc are to be laundered and returned.

## SWIMMING POOL

1. The pool use is restricted to owners, guests of owners and tenants of owners.
2. A maximum of three (3) guests per unit is permitted at one time.
3. Each owner must accompany their guest and is responsible for his/her guest(s)
4. Each resident is responsible for ensuring that their guest(s) and tenant are fully aware of all regulations.
5. Children under the age of 16 years of age must be accompanied by an adult and cannot be left unattended.
6. Pool gates are to remain closed at all times.
7. All bathers must shower with warm water and soap, thoroughly rinsing off all soap before entering the pool.
8. All those entering the pool or pool area must adhere to the Ministry of Health Guidelines, which are posted in the pool area and must obey the posted signs.
9. No bath oil, shampoo, soap or other oils, lotions or creams are permitted in the pool.
10. All persons with hair shoulder-length or longer must have it tied back or must wear a bathing cap.
11. Smoking and pets are not permitted in the swimming pool area.
12. No food, glassware or alcohol is permitted in the swimming pool area; other liquids to be in non-breakable containers.
13. Deep diving, running and horseplay are not permitted
14. Furniture shall not be taken to or from the pool area.
15. Individuals must wear specifically designed swim diapers, whether cloth or disposable, with water-resistant materials and a snug fit around the waist and legs to keep waste matter in without absorbing water from the pool. The changing of diapers in the pool area is not permitted.
16. Inflatable rafts and inner tubes are prohibited. Water wings and noodles are allowed only under supervision.

17. Use of portable radios, CD and MP3 players in the pool area is permitted only with the use of earphones.

18. Observe the primary rules of water safety - NEVER SWIM ALONE

19. Pool Hours: Monday to Sunday: 8:00am to Dusk

20. Adult Swim Time: Monday to Friday: 9:00am to 10:00am  
5:00pm to 6:00pm  
Saturday and Sunday: 5:00pm to 6:00pm

**Note:**

**Ontario Government Regulations for Swimming Pools:**

7. No person infected with a communicable disease or having open sores on their body shall enter a pool.
8. No person shall pollute the water in a pool in any manner, i.e.: spitting, spouting of water and blowing the nose in a pool or on the deck are prohibited.
9. See items No. 7, 8, 9, 10, 11, 12 and 15 above.

# TENNIS COURT

1. Proper tennis footwear only - no black rubber soled shoes, no sandals or bare feet.
2. Proper tennis attire only - no bare chest(s), bathing suit(s) permitted.
3. No skateboards, scooters, bicycles, roller blades, or lawn furniture within the court area.
4. No pets, beach balls, portable radios, or toys allowed.
5. Use is restricted to owners, owner's guests (3 guest limit) and owner's guests must be accompanied by the owner.
6. Children under 12 years of age must be accompanied by an adult; owner's guests must be accompanied by the owner.
7. No pulling of or hanging onto the nets; no unnecessary loud shouting or swearing.
8. No glassware, metal beverage cans, food or alcohol permitted within the court area.
9. Please be courteous to other players.
10. Playing time is restricted to one hour if others are waiting to play.
11. Use of Tennis Courts is a "first come-first serve" basis and is limited to four-five (45) minutes at a time, unless no one is waiting to use a court.
12. Tennis Court Hours:            Monday to Sunday:            8:00am to 11:00pm

## POOL TABLE

1. No smoking including e-cigarettes in the clubhouse or on the property.
2. Parties/Gatherings must be completed by 12:00 midnight.
3. Children under 16 must be accompanied by an adult.
4. Sign-in board must be used.
5. Playing time is restricted to one hour if other residents are waiting to use the pool table.
6. Masse shots, jump shots, and shots that may damage the pool table surface are prohibited.
7. All pool playing equipment to be put away and pool table covered after use.

# Grey Standard Condominium Corporation No 83, Far Hills

391 First Street, Suite 301, Collingwood, Ontario L9Y 1B3

Phone: 705-445-6383 Fax: 705-445-7086

E-mail: [pgm@proguardmgmt.com](mailto:pgm@proguardmgmt.com)

## RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

\*\*\*\*\*

**Revised:** November 5, 2018

**Effective:** December 5, 2018

The following rules made pursuant to the Condominium Act, R.S.O. 1990, c.C.26, as amended (the "Act") shall be observed by all owners and any other person(s) occupying a unit, including, without limitation, members of the owner's family, tenants, guests and invitees.

### Common Elements Defined:

**Common Elements:** Are everything on the property except for the interior of the individually owned units themselves. Common elements are owned by all the unit owners together and are for the use and enjoyment of all. Everyone must be considerate in their use of the common elements.

**Exclusive Use Common Elements:** Are limited areas reserved for the exclusive use of a specified unit. Examples are the assigned parking area, storage lockers and balconies.

	Current Rule	Revised Rule	Details
17			
a)	Subject to the provisions of the declaration to the contrary, no commercial vehicle, truck, trailer, van, recreational vehicle, board, snowmobile, board, personal watercraft, machinery or equipment, other than a private passenger automobile, station wagon, mini-van or truck not exceeding 6 feet in height, shall be parked on any portion of the common elements other than in a designated parking space or parking unit, without prior written consent of the board. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area.	Subject to the provisions of the declaration to the contrary, no commercial vehicle, truck, trailer, van, recreational vehicle, board, snowmobile, board, personal watercraft, machinery or equipment, other than a private passenger automobile, station wagon, mini-van or truck not exceeding 6 feet in height, shall be parked on any portion of the common elements other than in a designated parking space or parking unit, without prior written consent of the board. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area.	No Change

b)	The maximum speed limit for any vehicle within the condominium is 10 kilometers per hour.	The maximum speed limit for any vehicle on condominium property is 10 kilometers per hour.	No Change
c)	Visitors motor vehicle may be parked only in those parking spaces clearly marked or designated for visitors, and for no longer than five (5) consecutive hours at a time, unless a "guest authorization to park" card or permit is obtained from the board or the manager, failing which such vehicle shall be tagged and/or towed away at the owner's expense. The vehicles of owners and/or residents which are parked in the visitor's parking areas will be tagged and/or towed away at the owner's or resident's expense. This is subject to the unit owner's right to make arrangements to use (1) one additional guest parking spot as per the Declaration.	Owners and residents are not permitted to park their motor vehicles in the designated visitor parking area. Visitors motor vehicles may be parked only in those parking spaces clearly marked or designated for visitors for no longer than three (3) consecutive nights. Visitors staying for longer than three (3) consecutive nights <u>must</u> contact Property Management to arrange for alternative parking. Vehicles not in compliance with these rules may be tagged or towed. Any costs incurred by the Corporation as a result of this action will be charged back to the unit owner and collected in the prescribed manner.	Changed
d)	No private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature shall be parked or located upon the common elements or any part thereof, at the discretion of the Board of Directors	No private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature shall be parked or located upon the common elements or any part thereof, at the discretion of the Board of Directors.	No Changes
e)	As the common elements are private property for the use of the owners by the Corporation, the Board reserves the right to remove any vehicle found upon the common elements in contravention of the parking rules and regulations at the expense of the owner of such vehicle or, in the discretion of the board, at the expense of the unit owner who parked, placed, located kept or maintained such vehicle on the common elements or who permitted the same to be done by his family, guests, tenants or invitees.	As the common elements are private property for the use of the owners by the Corporation, the Board reserves the right to remove any vehicle found upon the common elements in contravention of the parking rules and regulations at the expense of the owner of such vehicle or, in the discretion of the board, at the expense of the unit owner who parked, placed, located kept or maintained such vehicle on the common elements or who permitted the same to be done by his family, guests, tenants or invitees.	No Changes
f)	All vehicles parked in the common elements must be legally plated and insured	All vehicles parked in the common elements and in a designated parking space must be legally plated and insured and must be in operating condition	Changed
g)		No owner, resident or visitor may park a motor vehicle on the Condominium Corporation's private roadways, or the designated fire routes.	New Rule

		Any owner, resident or visitor who does not comply with the parking regulations may have their vehicle towed away at their own expense by the Condominium Corporation. Any associated costs incurred by the Condominium Corporation to address the removal of the vehicle will be charged back to the unit owner and collected in the prescribed manner.	
h)		Any costs incurred by the Condominium Corporation to repair damage caused by an owner's, resident's or visitor's vehicle, including leaking fluids, will be charged back to the unit owner and collected in the prescribed manner.	New Rule

# Grey Standard Condominium Corporation No 83, Far Hills

391 First Street, Suite 301, Collingwood, Ontario L9Y 1B3

Phone: 705-445-6383 Fax: 705-445-7086

E-mail: [pgm@proguardmgmt.com](mailto:pgm@proguardmgmt.com)

## **CANNABIS (or any substance) AND RELATED SMOKING OR INHALING DEVICES**

\*\*\*\*\*

Developed: November 5, 2018

Effective: December 5, 2018

WHEREAS the Corporation's Board of Directors (the "Board") may, in accordance with Section 58 of the Condominium Act, 1998 (the "Act"), make, amend or repeal rules respecting the use of the units, the common elements or the assets, if any, of the Corporation to:

- a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the Corporation; and/or
- b) prevent unreasonable interference with the use and enjoyment of the units, the common elements and/or the assets, if any, of the Corporation;

AND WHEREAS smoking, of any substance, presents a risk of unreasonable interference with the use and enjoyment of the units, the common elements, and/or the assets of the Corporation;

AND WHEREAS smoking, of any substance, presents a risk of unreasonable interference with the safety and welfare of the owners;

AND WHEREAS the cultivating or growing of cannabis plants presents a risk of resulting humidity, condensation, mould, and/or a disproportionate consumption of utilities in the units that cultivate or grow cannabis plants;

AND WHEREAS the alteration of cannabis plants in order to prepare varying types of cannabis products for personal use may present a risk of an activity being carried out in a unit, the common elements and/or the assets, if any, of the Corporation which is likely to damage the property or assets of the Corporation or that will unreasonably create a nuisance, annoyance, or disruption to an individual in a unit, the common elements and/or the assets, if any, of the Corporation;

AND WHEREAS these rules shall be interpreted and applied in accordance with the applicable provisions of the Ontario Human Rights Code (the "Code") regarding accommodating persons with disability-related needs;

AND WHEREAS this preamble shall form a fundamental part of these rules;

NOW THEREFORE THE CORPORATION'S RULES ARE HEREBY ENACTED AS FOLLOWS:

### A Rule with Respect to Cannabis and Other Smoking Related Devices

#### Definitions

(a) "Cannabis" means a cannabis plant and the following are included in the definition of "cannabis":

- i. Any part of a cannabis plant, including the phytocannabinoids produced by, or found in, such a plant, regardless of whether that part has been processed or not;
- ii. Any substance or mixture of substances that contains or has on it any part of such a plant; and/or
- iii. Any substance that is identical to any phytocannabinoids produced by, or found in, such a plant, regardless of how the substance was obtained.

(b) "Cannabis Plant" means a plant that belongs to the genus Cannabis.

(c) "Cultivation of Cannabis" means the growth of one or more Cannabis Plants by means of labour and attention which growth results in the propagation and/or harvesting of cannabis,

(d) "Alteration of Cannabis" means modification of cannabis by any method or process, including by manufacturing, synthesizing, and/or altering its chemical or physical properties by any means.

(e) "Flora" means any plant, excluding a Cannabis Plant.

(f) "Smoking" means the inhaling, vaping, breathing, carrying, or possession of any lighted cigarette, electronic or e-cigarette, cigar, pipe, vaporizer, or inhalant-type device and/or other product containing any amount of tobacco, cannabis, and/or other smoke-producing substance, or any other similar heated or lit product,

#### Smoking

(a) All forms of smoking are prohibited on the Corporation property, including:

- i) Inside any of the Condominium units
- ii) On any part of the interior or exterior common element areas, which include but are not limited to the exclusive use balconies and terraces

### Cultivation of Flora and Cannabis Plants

(a) Cultivation of Cannabis is not permitted in the units or on the exclusive use patios, balconies and terraces

### Alteration of Cannabis

(a) Any alteration of Cannabis for personal use shall not be performed in the units or on the exclusive use patios, balconies and terraces.

### Medicinal Use of Cannabis

(a) Pursuant to the Code, every person has a right to equal treatment with respect to the occupancy of accommodation, without discrimination because of, among other grounds, disability,

(b) The Corporation will evaluate any and all accommodation requests pursuant to the Code on a case-by-case basis.

(c) Should a resident with a Code-protected disability require an accommodation to smoke Cannabis for medicinal purposes, the resident must provide the Corporation with such information as the Board may reasonably require, including, but not necessarily limited to, the following:

i. A letter from the resident outlining his or her need for this particular type of accommodation; and

ii. A letter from the resident's physician/medical doctor, on letterhead, providing a diagnosis and indicating that the resident has a recognized disability as defined in Section 10 of the Code. The letter should provide information regarding the resident's limitations or needs as associated with the disability to support the resident's need for this specific type of accommodation. Should inhalation be the prescribed route of administration for the patient then the physician/medical doctor letter must provide an explanation as to why the inhalation format, versus all other routes of administration, is the only feasible treatment method for their patient.

(d) Should the resident fail to abide by subsection (c) when requesting an accommodation to smoke Cannabis for medicinal uses, the resident will be deemed to have failed in discharging his or her onus to assist the Corporation in its efforts to secure the appropriate accommodation for the resident.



Fire Safety Plan  
For  
Residents  
of  
27 Beaver Street



Note:

Please read carefully so you fully understand what to do in the event of an emergency

Please review on a regular basis

Please ensure this fire safety plan is easily available by anyone who occupies the unit.

January 2019

## SECTION TWO

### INSTRUCTIONS TO OCCUPANTS ON FIRE PROCEDURES

The following instructions will assist you in the event of an emergency. Take the time to read them and familiarise yourself with the location of the exit stairwells and pull stations.

#### IF YOU DISCOVER FIRE:

1. Leave the fire area.
2. Close all doors behind you.
3. Activate the Fire Alarm by using pull stations.
4. Use exits and leave the building immediately.
5. Telephone the Fire Dept at 911. (never assume this has been done.) Know the correct address and location of the fire in the building.
6. Do Not Use Elevators
7. Do Not return until it is declared safe to do so by a Fire Official.

#### IF YOU HEAR THE FIRE ALARM SIGNAL:

1. Before opening the door, feel the knob for heat. If not hot, brace yourself against the door and open it slightly. If you feel air pressure or a hot draft, close the door quickly.
2. Take your suite key, close the door behind you and leave by the nearest exit.
3. If you encounter smoke, consider taking an alternative exit where it may be clear, or return to your suite.
4. Do Not Use Elevators

**If you cannot leave your suite or have returned to it because of fire or heavy smoke, remain in your suite, and;**

1. Close the door.
2. Unlock the door for possible entry of fire fighters.
3. Dial 911 and tell the Town of The Blue Mountains Fire Dept. where you are, when the Fire Vehicles arrive signal to fire fighters by waving a sheet from a window or balcony.
4. Seal all cracks where smoke may get in by using wet towels or sheets.
5. Crouch low to the floor if smoke comes into the room.
6. Move to the balcony or most protected room and partially open a window for air (close window if smoke comes in).
7. Wait to be rescued. Remain calm. Do not jump.

#### **OPERATION OF IN SUITE SILENCE SWITCH**

To silence speakers, push the silence switch and hold for 3 to 5 seconds until signals are silenced. When the silence switch is activated, it will silence the connected horn(s) for approximately 10 minutes before resounding. The silenced horn will resound when the timer (10 minutes) expires, the horn will resound if the alarm signal is still active. The horn may be re-silenced in the same manner. Note: The horn must sound for 10 seconds before it can be silenced.

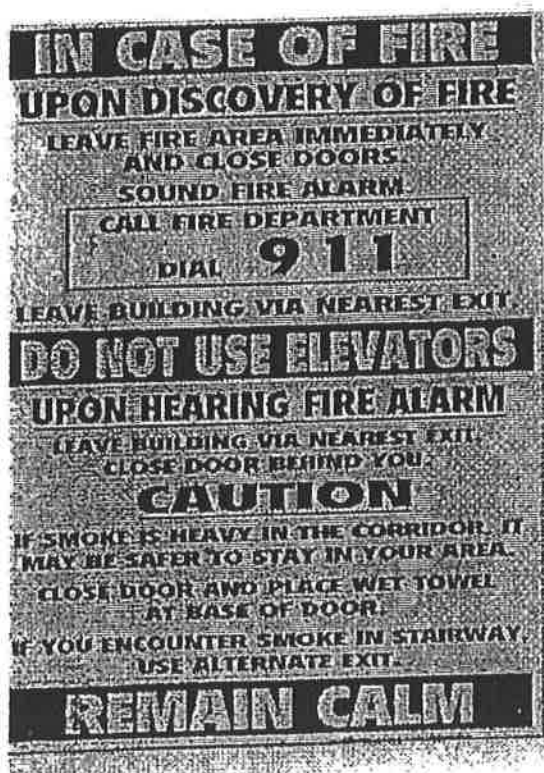
## FIRE EXTINGUISHMENT, CONTROL OR CONFINEMENT

This is primarily the responsibility of the Fire Services. The production of toxic fumes in buildings makes fire fighting potentially dangerous, particularly if a large amount of smoke is being generated.

Only after ensuring that the alarm has been raised and the Fire Services notified should an experienced person (familiar with extinguisher operation) attempt to extinguish a small fire. This must be a voluntary act. If the fire cannot be easily extinguished with the use of a portable fire extinguisher, leave the area and confine the fire by closing the door. Ensure to keep yourself between the fire and an accessible exit. To assist with the confinement of a fire, close all doors and windows in the area.

## EMERGENCY PROCEDURES

The actions to be taken by occupants in emergency situations are posted on each floor at the exits.



## CONTROL OF FIRE HAZARDS IN THE BUILDING

### A. COMBUSTIBLE MATERIALS

A high standard of housekeeping and building maintenance is probably the single most important factor in the prevention of fire. For example:

1. Combustible waste materials in buildings shall not be permitted to accumulate in quantities or locations which will constitute a fire hazard, such as stairwells, or any other means of egress.
2. Combustible materials shall not be used to absorb flammable or combustible liquid spills within the building.
3. Greasy or oily rags or materials subject to spontaneous heating shall be deposited in a proper safety container or be removed from the premises.
4. Lint traps in laundry equipment shall be cleaned to prevent excessive accumulation of lint.
5. All ashes shall be stored in proper safety containers and combustible materials shall not be stored with ashes in the same container.
6. Flammable liquids shall not be used for cleaning purposes.
7. Combustible materials shall not be stored on a roof or adjacent to any building so as to create a fire hazard to the building or its occupants.
8. There shall be no storage or accumulation of combustibles in the open areas of the parking garage.

TOWN OF THE BLUE MOUNTAIN  
FIRE DEPARTMENT

**APPROVED**

BY: A.J. Zep

DATE: FEB. 13 2009

**B. FIRE HAZARDS**

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

1. Avoid unsafe cooking practices, (deep fat frying - too much heat and unattended stoves.)
2. DO NOT USE unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.
3. To avoid careless smoking, use ashtrays. Never smoke in bed.

**C. IN GENERAL: ADDITIONAL [INFORMATION] SAFETY PRACTICES**

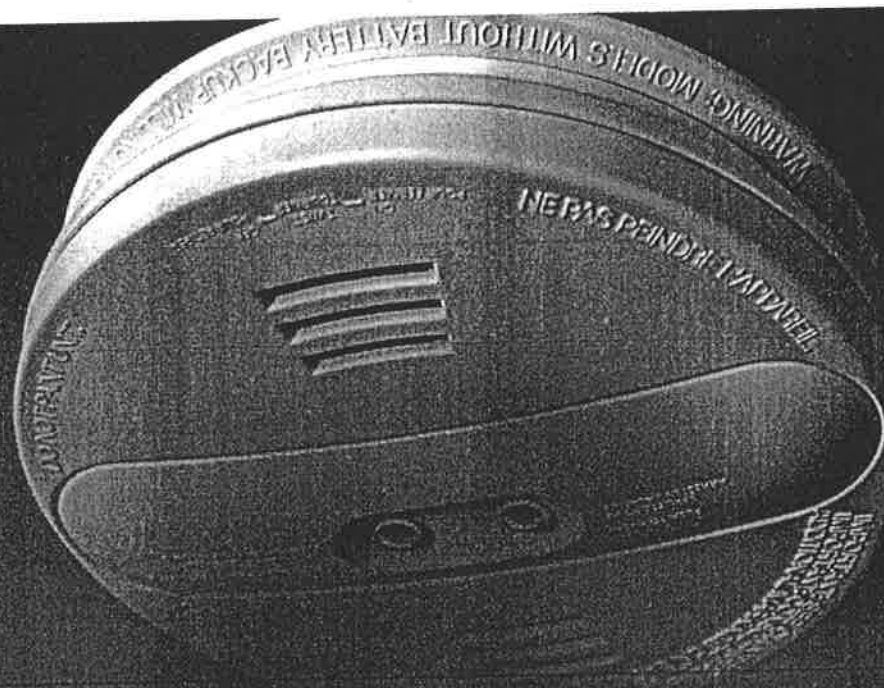
1. Know the location of alarm pull stations and exits.
2. Call The Blue Mountains Fire Dept. at 911 immediately whenever you need emergency assistance.
3. Know the correct building address.
4. No person shall intentionally disable a smoke alarm so as to make it in operable
5. Do not tamper, disconnect or cover the in suite audible device.
6. Know the audible signal and the procedures established to implement safe evacuation.
7. Report any fire hazard to supervisory staff

### **USE OF PORTABLE FIRE EXTINGUISHERS**

All portable fire extinguishers at the hotel are operated in essentially the same manner. Ensure that the pin is intact and the seal has not been broken. Set the extinguisher on the floor, break the plastic or wire seal by twisting the pin.

You are now ready for the **PASS** method:

- ☐ Pull the pin
- ☐ Aim the extinguisher
- ☐ Squeeze the trigger
- ☐ Sweep the fire



**INSTALL SMOKE ALARMS**  
**IT'S THE LAW**

# Only *working* smoke alarms can save your life!

**Every home in Ontario must have a working smoke alarm on every storey and outside all sleeping areas. IT'S THE LAW.**

## **Homeowners**

It is the responsibility of homeowners to install and maintain smoke alarms on every storey of their home and outside sleeping areas.

## **Landlords**

It is the responsibility of landlords to ensure their rental properties comply with the law.

## **Tenants**

If you are a tenant of a rental property and do not have the required number of smoke alarms, contact your landlord immediately. It is against the law for tenants to remove the batteries or tamper with the alarm in any way.

**FAILURE TO COMPLY WITH THE FIRE CODE SMOKE ALARM REQUIREMENTS COULD RESULT IN A TICKET FOR \$360 OR A FINE OF UP TO \$50,000 FOR INDIVIDUALS OR \$100,000 FOR CORPORATIONS.**

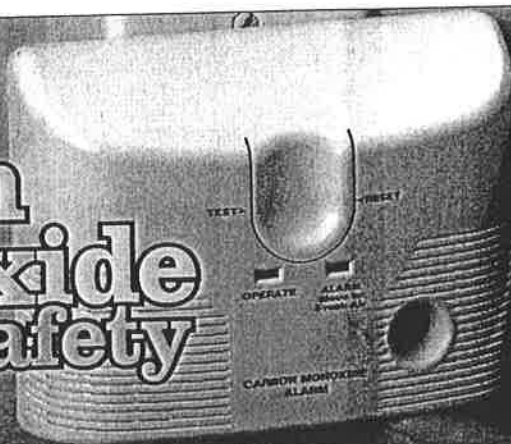
- When installing smoke alarms, refer to the manufacturer's instructions for information about correct placement.
- Test your smoke alarms every month using the test button.
- Replace smoke alarm batteries at least once a year, and whenever the low-battery warning chirps.
- Smoke alarms don't last forever. They are required to be replaced within the time frame indicated by the manufacturer. This is usually ten years.
- When replacing interconnected smoke alarms, it is advisable to replace all units in the system at the same time. If you need to replace a single malfunctioning alarm, make sure the new alarm is compatible with the existing units.
- If your smoke alarm frequently activates when you're cooking, **DO NOT REMOVE THE BATTERY.** Consider moving the alarm to another location or replacing it with a photoelectric unit.

**FOR MORE INFORMATION ABOUT SMOKE ALARMS, CONTACT YOUR FIRE DEPARTMENT**

Office of the Fire Marshal and Emergency Management 2015  
[ontario.ca/firemarshal](http://ontario.ca/firemarshal)



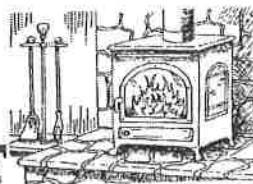
# Carbon Monoxide Safety



Often called the silent killer, carbon monoxide is an invisible, odorless, colorless gas created when fuels (such as gasoline, wood, coal, natural gas, propane, oil, and methane) burn incompletely. In the home, heating and cooking equipment that burn fuel can be sources of carbon monoxide.

- » CO alarms should be installed in a central location outside each sleeping area and on every level of the home and in other locations where required by applicable laws, codes or standards. For the best protection, interconnect all CO alarms throughout the home. When one sounds, they all sound.
- » Follow the manufacturer's instructions for placement and mounting height.
- » Choose a CO alarm that has the label of a recognized testing laboratory.
- » Call your local fire department's non-emergency number to find out what number to call if the CO alarm sounds.
- » Test CO alarms at least once a month; replace them according to the manufacturer's instructions.
- » If the audible trouble signal sounds, check for low batteries. If the battery is low, replace it. If it still sounds, call the fire department.
- » If the CO alarm sounds, immediately move to a fresh air location outdoors or by an open window or door. Make sure everyone inside the home is accounted for. Call for help from a fresh air location and stay there until emergency personnel.
- » If you need to warm a vehicle, remove it from the garage immediately after starting it. Do not run a vehicle or other fueled engine or motor indoors, even if garage doors are open. Make sure the exhaust pipe of a running vehicle is not covered with snow.
- » During and after a snowstorm, make sure vents for the dryer, furnace, stove, and fireplace are clear of snow build-up.
- » A generator should be used in a well-ventilated location outdoors away from windows, doors and vent openings.
- » Gas or charcoal grills can produce CO — only use outside.

## HOME HEATING EQUIPMENT



Have fuel-burning heating equipment and chimneys inspected by a professional every year before cold weather sets in. When using a fireplace, open the flue for adequate ventilation. Never use your oven to heat your home.

## FACTS

- ❗ A person can be poisoned by a small amount of CO over a longer period of time or by a large amount of CO over a shorter amount of time.
- ❗ In 2005, U.S. fire departments responded to an estimated 61,100 non-fire CO incidents in which carbon monoxide was found, or an average of seven calls per hour.



Your Source for SAFETY Information

NFPA Public Education Division • 1 Batterymarch Park, Quincy, MA 02169

[www.nfpa.org/education](http://www.nfpa.org/education)



**GREY STANDARD CONDOMINIUM CORPORATION NO. 83**  
**Financial Statements**  
**Year Ended February 28, 2020**

## INDEPENDENT AUDITOR'S REPORT

To the Members of Grey Standard Condominium Corporation No. 83

### *Opinion*

We have audited the financial statements of Grey Standard Condominium Corporation No. 83 (the Corporation), which comprise the statement of financial position as at February 28, 2020, and the statements of general fund operations, changes in fund balances and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as at February 28, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

### *Basis for Opinion*

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

### *Responsibilities of Management and Those Charged with Governance for the Financial Statements*

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

In preparing the financial statements, management is responsible for assessing the Corporation's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Corporation's financial reporting process.

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

(continues)

Independent Auditor's Report to the Members of Grey Standard Condominium Corporation No. 83  
(continued)

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

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

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



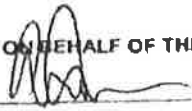
Chartered Professional Accountants  
Licensed Public Accountants

August 19, 2020


**GREY STANDARD CONDOMINIUM CORPORATION NO. 83**  
**Statement of Financial Position**  
**February 28, 2020**

	2020 \$	2019 \$
<b>ASSETS</b>		
<b>CURRENT</b>		
Cash	19,817	721
Accounts receivable	388	1,880
Prepaid expenses	1,177	368
Due from reserve fund (Note 4)	845	5,490
	<u>22,225</u>	<u>8,469</u>
<b>CASH AND EQUIVALENTS - RESERVE (Note 3)</b>	117,038	118,828
<b>DUE TO GENERAL FUND (Note 4)</b>	(845)	(5,490)
	<u>138,418</u>	<u>121,807</u>
<b>LIABILITIES AND FUND BALANCES</b>		
<b>CURRENT</b>		
Accounts payable and accrued liabilities	12,797	19,357
Accounts payable - reserve	10,071	-
	<u>22,868</u>	<u>19,357</u>
<b>DEFERRED BUILDING DEFICIENCY SETTLEMENT</b>	-	26,244
	<u>22,868</u>	<u>45,601</u>
<b>FUND BALANCES (DEFICIT)</b>		
General Fund	9,428	(37,132)
Reserve Fund (Notes 4, 5)	106,122	113,338
	<u>115,550</u>	<u>76,206</u>
	<u>138,418</u>	<u>121,807</u>

APPROVED ON BEHALF OF THE BOARD

 \_\_\_\_\_ Director  
 \_\_\_\_\_ Director

GREY STANDARD CONDOMINIUM CORPORATION NO. 83  
Statement of Financial Position  
February 28, 2020

	2020 \$	2019 \$
<b>ASSETS</b>		
<b>CURRENT</b>	19,817	721
Cash	386	1,890
Accounts receivable	1,177	368
Prepaid expenses	845	5,490
Due from reserve fund (Note 4)	22,225	8,469
<b>CASH AND EQUIVALENTS - RESERVE (Note 3)</b>	117,038	118,828
<b>DUE TO GENERAL FUND (Note 4)</b>	(845)	(5,490)
	138,418	121,807
<b>LIABILITIES AND FUND BALANCES</b>		
<b>CURRENT</b>	12,797	19,357
Accounts payable and accrued liabilities	10,071	-
Accounts payable - reserve	22,868	19,357
<b>DEFERRED BUILDING DEFICIENCY SETTLEMENT</b>	-	26,244
	22,868	45,601
<b>FUND BALANCES (DEFICIT)</b>	9,428	(37,132)
General Fund	106,122	113,338
Reserve Fund (Notes 4, 5)	115,550	76,206
	138,418	121,807
<b>APPROVED ON BEHALF OF THE BOARD</b>		
 Director		
_____ Director		

**GREY STANDARD CONDOMINIUM CORPORATION NO. 83**  
**Statement of General Fund Operations**  
**Year Ended February 28, 2020**

	Budget (Note 8) 2020 \$	Total 2020 \$	Total 2019 \$
<b>REVENUES</b>			
Common element assessment	277,192	277,192	267,312
Other income	-	31,563	3,613
Building deficiency settlement	-	26,244	42,637
	<u>277,192</u>	<u>334,999</u>	<u>313,562</u>
<b>EXPENDITURES</b>			
Administrative and general	576	443	911
CAO fees	16,000	19,602	14,437
Insurance	21,555	21,555	21,357
Management fees (Note 7)	1,700	1,939	2,455
Office	3,250	5,477	4,783
Professional fees	<u>43,081</u>	<u>49,016</u>	<u>43,943</u>
Maintenance and repairs	-	-	42,637
Building deficiency repairs	13,500	11,058	12,010
Elevator	11,300	15,808	15,284
Fire protection/access system	28,335	30,185	31,340
General Repairs and Maintenance	22,300	22,291	22,035
Janitorial services	23,900	26,205	26,065
Landscaping	18,735	22,625	22,238
Shared facility costs (Note 6)	35,700	35,910	38,803
Utilities	<u>153,770</u>	<u>164,082</u>	<u>210,412</u>
	<u>196,851</u>	<u>213,098</u>	<u>254,355</u>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	80,341	121,901	59,207
Reserve fund contribution	<u>75,341</u>	<u>75,341</u>	<u>69,760</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<u>5,000</u>	<u>46,560</u>	<u>(10,553)</u>

**GREY STANDARD CONDOMINIUM CORPORATION NO. 83**

**Statement of Reserve Operations**

**(Schedule 1)**

**Year Ended February 28, 2020**

	2020 \$	2019 \$
<b>REVENUES</b>		
Reserve fund contribution	75,341	69,760
Interest	1,731	1,786
	<u>77,072</u>	<u>71,546</u>
 <b>MAJOR REPAIRS AND REPLACEMENTS</b>		
Air conditioning	-	5,693
Balcony surfacing	41,079	994
Building Deficiencies/ Leaks	3,732	-
Concrete work	-	7,595
Door opener	2,145	2,605
Exterior paint/siding	-	57,800
Fire system	2,196	10,116
Foundation Concrete	11,995	-
HVAC	13,947	1,656
Landscape maintenance	-	3,955
Painting	-	9,379
Pool chemical controller - Far Hills Club	-	1,470
Roof	-	10,961
Reserve Fund Study	5,142	-
Security	-	5,518
Soffit repair	1,865	-
Sump pump	-	6,536
Vacuum	-	1,176
Windows/patio doors	2,187	3,888
	<u>84,288</u>	<u>129,342</u>
 <b>DEFICIENCY OF REVENUES OVER MAJOR REPAIRS AND REPLACEMENTS</b>	 <u>(7,216)</u>	 <u>(57,796)</u>

**GREY STANDARD CONDOMINIUM CORPORATION NO. 83**  
**Statement of Changes in Fund Balances**  
**Year Ended February 28, 2020**

	General Fund	Reserve Fund	2020	2019
	\$	\$	\$	\$
<b>FUND BALANCES -</b>				
<b>BEGINNING OF YEAR</b>	(37,132)	113,338	76,209	144,559
Excess (deficiency) of revenues over expenditures	46,560	-	46,560	(10,553)
Deficiency of revenues over expenditures - reserve	-	(7,216)	(7,216)	(57,797)
<b>FUND BALANCES - END OF YEAR</b>	9,428	106,122	115,553	76,209

**GREY STANDARD CONDOMINIUM CORPORATION NO. 83**

**Statement of Cash Flows**  
**Year Ended February 28, 2020**

	2020 \$	2019 \$
<b>OPERATING ACTIVITIES</b>		
Excess (Deficiency) of revenues over expenditures - general	46,560	(10,553)
Deficiency of revenues over expenditures - reserve	(7,216)	(57,797)
	<u>39,344</u>	<u>(68,350)</u>
 Changes in non-cash working capital:		
Accounts receivable	1,504	(1,890)
Accounts payable and accrued liabilities	(6,560)	7,340
Accounts payable - reserve	10,071	-
Prepaid expenses	(809)	(100)
Deposits received	-	(2,750)
Deferred building deficiency settlement	(26,244)	(31,375)
	<u>(22,038)</u>	<u>(28,775)</u>
 <b>INCREASE (DECREASE) IN CASH FLOW</b>	 17,306	 (97,125)
Cash - beginning of year	<u>119,549</u>	<u>216,674</u>
<b>CASH - END OF YEAR</b>	<u>136,855</u>	<u>119,549</u>
<b>CASH CONSISTS OF:</b>		
Cash - general	19,817	721
Cash and equivalents - reserve	<u>117,038</u>	<u>118,828</u>
	<u>136,855</u>	<u>119,549</u>

**GREY STANDARD CONDOMINIUM CORPORATION NO. 83**  
**Notes to Financial Statements**  
**For the Year Ended February 28, 2020**

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**1. PURPOSE OF THE CORPORATION**

The Corporation was incorporated without share capital by declaration registered on November 23, 2003 pursuant to the provisions of the Condominium Act of the Province of Ontario.

The purpose of the Corporation is to manage and maintain the common elements and to provide common services for the benefit of the owners of the 48 units located at 25-27 Beaver Street South, Thornbury, Ontario.

The Corporation is not subject to federal or provincial income taxes pursuant to exemptions in income tax legislation provided to not-for-profit organizations.

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of presentation

The financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations (ASNFPPO).

Fund accounting

Grey Standard Condominium Corporation No. 83 follows the restricted fund method of accounting for contributions.

The General Fund accounts for the contributions from owners and the related common expenses.

The Reserve Fund accounts for the restricted contributions from owners and major repair and replacement costs and reserve fund study costs incurred.

Revenue recognition

Common element assessments are recognized on the accrual basis. Interest and other revenue are recognized as revenue of the related fund when earned.

Common elements

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

Reserve for major repairs and replacements

The Corporation, as required by the Condominium Act of Ontario, has established a reserve for financing future major repairs and replacements of the common elements. The basis of establishing contributions to this Reserve Fund is explained in Note 5. Only major repairs and replacements of the common elements and costs of conducting a reserve fund study are charged directly to the Reserve Fund. Minor repairs and replacements are charged to repairs and maintenance of the General Fund.

The Corporation segregates monies accumulated for the purpose of financing future charges to the Reserve Fund in special accounts, for use only to finance such charges. Interest earned on these restricted funds is credited directly to the Reserve Fund.

*(continues)*

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GREY STANDARD CONDOMINIUM CORPORATION NO. 83

Notes to Financial Statements  
For the Year Ended February 28, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of Estimates

The preparation of the Corporation's financial statements, in accordance with Canadian accounting standards for not-for-profit organizations, requires management to make estimates and assumptions which affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses for the year. Due to the inherent uncertainty involved with making such estimates, actual results could differ from those reported. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known.

Financial Instruments

Measurement of Financial Instruments

The Corporation initially measures its financial assets and financial liabilities at fair value adjusted by, in the case of a financial instrument that will not be measured subsequently at fair value, the amount of transaction costs directly attributable to the instrument.

The Corporation subsequently measures all its financial assets and financial liabilities at amortized cost.

Financial assets measured at amortized cost include cash, reserve cash, and accounts receivable. Financial liabilities measured at amortized cost include accounts payable and accrued liabilities.

Impairment

At the end of each reporting period, the Corporation assesses whether there are any indications that a financial asset measured at cost may be impaired. The carrying amount of the asset is reduced directly or through the use of an allowance account. The amount of the reduction is recognized as an impairment loss in the statement of income.

3. RESERVE - CASH AND CASH EQUIVALENTS

	2020 \$	2019 \$
Cash	56,949	67,262
GIC matured December 5, 2019 (interest @ 3.13%)	-	51,188
GICs maturing July 29, 2021 (interest @ 2.55%)	60,000	-
Interest on Investments	89	378
	<u>117,038</u>	<u>118,828</u>

4. DUE TO RESERVE FUND / DUE FROM GENERAL FUND

Due to the timing of transfers, the reserve fund has borrowed money from the general fund amounting to \$845 as at February 28, 2020 (2019 - \$5,490). The amount is due on demand with no specified terms of repayment.

**GREY STANDARD CONDOMINIUM CORPORATION NO. 83**  
**Notes to Financial Statements**  
**For the Year Ended February 28, 2020**

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**5. ADEQUACY OF THE RESERVE FUND**

In accordance with the requirements of The Condominium Act of the Province of Ontario, the annual contribution to this reserve must not be less than the reserve fund study contribution.

An evaluation of the adequacy of the Reserve Fund is based upon numerous assumptions as to future events. The most recent reserve fund study was completed on January 2020 by an independent reserve fund planner, Enerplan Building Consultants. The study proposed contributions of \$75,341, costs of \$60,387 earned interest of \$1,133, and a year end balance as at February 28, 2020 of \$128,428. Actual amounts were contributions of \$75,341, costs of \$84,290 earned interest of \$1,731, and a year end balance of \$106,122. The reserve fund balance will vary from the reserve fund study balance due to the timing of expected expenditures versus actual expenditures.

Based on the reserve fund study the annual contributions to the fund for the next three years after are as follows: \$93,423 in 2021; \$115,844 in 2022; and, \$143,647 in 2023.

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**6. SHARED FACILITIES**

Grey Standard Condominium Corporation 83 is a party to a shared facilities agreement. This agreement sets the terms for operation and maintenance and repairs of the Far Hills clubhouse, pool and tennis courts. The corporation is responsible for its proportionate share of the budgeted annual cost to operate the shared facility.

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**7. COMMITMENTS**

The Corporation has retained 9700029 Ontario Inc. o/a Pro Guard Management as the property manager under a 36-month contract expiring July 31, 2023 for a monthly fee of \$1,680 plus applicable taxes.

The Corporation has entered into various other contracts for property maintenance and other such services. The total annual commitments for property management services as well as all other contracts as of February 28, 2020 are as follows:

	\$
2021	83,000
2022	75,000
2023	58,000
2024	21,000
2025	5,000
	<u>242,000</u>

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**8. BUDGET**

The budgeted figures as presented for comparison purposes are unaudited and are those approved by the Board.

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GREY STANDARD CONDOMINIUM CORPORATION NO. 83

Notes to Financial Statements  
For the Year Ended February 28, 2020

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9. FINANCIAL INSTRUMENTS

The Corporation is exposed to various risks through its financial instruments and has a comprehensive risk management framework to monitor, evaluate and manage these risks. The following analysis provides information about the Corporation's risk exposure and concentration as of February 28, 2018.

*(a) Liquidity risk*

Liquidity risk is the risk that the Corporation will not be able to meet a demand for cash or fund its obligations as they come due. The Corporation meets its liquidity requirements by monitoring detailed cash flow budgets and holding assets that can be readily converted into cash.

Unless otherwise noted, it is management's opinion that the Corporation is not exposed to significant credit, currency, interest, market or other price risks arising from these financial instruments.

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10. SUBSEQUENT EVENTS

The global COVID-19 pandemic has disrupted economic activities and supply chains. Although the disruption from the virus is expected to be temporary, given the dynamic nature of these circumstances, the duration of business disruption and the related financial impact cannot be reasonably estimated at this time. The Corporation's ability to continue to service debt and meet other obligations as they come due is dependent on the continued ability to generate earnings and collect common element fees from unit owners.

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## Notice of Future Funding

*Condominium Act, 1998*

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

TO: All owners in Grey Standard Condominium Corporation No. 83.

The board has received and reviewed a Class 2 Update with site review dated Revised as Final November 2019, prepared by ENERPLAN BUILDING CONSULTANTS, and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

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

At the present time the average contribution per unit per month to the reserve fund is \$130.80. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$31.39 in 2020/21; \$38.93 in 2021/22; and \$48.27 in 2022/23.

The proposed funding plan will be implemented beginning on March 1, 2020 (set out the date of a day that is more than 30-days after the day on which this notice is sent to the owners).

Dated this 7 day of January, 2020

Grey Standard Condominium  
Corporation No. 83

Alison Carey  
(signature)

Alison Carey  
print name)

Palma Barbieri  
(signature)

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

Palma Barbieri  
(print name)

## SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Class 2 Update with site review dated Revised as Final November 2019, prepared by ENERPLAN BUILDING CONSULTANTS for Grey Standard Condominium Corporation No. 83 (known as the "Reserve Fund Study").

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

The estimated expenditures from the reserve fund for the next forty (40) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for 2020/21 is \$90,409.00 based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$113,341.00
Minimum Reserve Fund Balance during the projected period:	\$25,806.00
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2%
Assumed Interest Rate for interest earned on the Reserve Fund:	1%

The Reserve Fund Study can be examined \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(set out details: e.g. whether a written request and reasonable notice are required as set out in subsection 55 (3) of the *Condominium Act, 1998*, where and when it can be examined).

# G.S.C.C. No. 83 CASH FLOW PROJECTION TABLE

Opening Reserve Fund Balance:

\$113,341.00

Minimum Reserve Balance (as indicated in this Table):

\$25,806.00

Assumed Annual Inflation Rate for Reserve Fund Expenditures:

2.00%

Assumed Average Annual Interest Rate for Interest Earned on the Reserve Fund

1.00%

Year	Opening Balance	Total Annual Contribution (e.g., Annual Contribution + Other Contribution)*	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned**	Percentage Increase in Recommended Annual Contribution**	Closing Balance
2019/2020	\$113,341.00	\$75,341.00	\$60,387.00	\$1,133.00		\$129,428.00
2020/2021	\$129,428.00	\$93,423.00	\$52,477.00	\$1,294.00	24.00%	\$171,669.00
2021/2022	\$171,669.00	\$115,844.00	\$55,054.00	\$1,717.00	24.00%	\$234,176.00
2022/2023	\$234,176.00	\$143,647.00	\$47,185.00	\$2,342.00	24.00%	\$332,980.00
2023/2024	\$332,980.00	\$146,520.00	\$17,115.00	\$3,330.00	2.00%	\$465,715.00
2024/2025	\$465,715.00	\$149,450.00	\$204,642.00	\$11,643.00	2.00%	\$422,167.00
2025/2026	\$422,167.00	\$152,439.00	\$10,912.00	\$10,554.00	2.00%	\$574,248.00
2026/2027	\$574,248.00	\$155,488.00	\$72,693.00	\$14,356.00	2.00%	\$671,400.00
2027/2028	\$671,400.00	\$158,598.00	\$34,227.00	\$16,785.00	2.00%	\$812,555.00
2028/2029	\$812,555.00	\$161,770.00	\$212,688.00	\$20,314.00	2.00%	\$781,951.00
2029/2030	\$781,951.00	\$165,005.00	\$243,714.00	\$19,549.00	2.00%	\$722,792.00
2030/2031	\$722,792.00	\$168,305.00	\$21,709.00	\$18,070.00	2.00%	\$887,458.00
2031/2032	\$887,458.00	\$171,671.00	\$167,655.00	\$22,186.00	2.00%	\$913,660.00
2032/2033	\$913,660.00	\$175,105.00	\$20,826.00	\$22,842.00	2.00%	\$1,090,780.00
2033/2034	\$1,090,780.00	\$178,607.00	\$300,553.00	\$27,270.00	2.00%	\$996,104.00
2034/2035	\$996,104.00	\$182,179.00	\$826,855.00	\$24,903.00	2.00%	\$376,331.00
2035/2036	\$376,331.00	\$185,823.00	\$61,351.00	\$9,408.00	2.00%	\$510,211.00
2036/2037	\$510,211.00	\$189,539.00	\$225,151.00	\$12,755.00	2.00%	\$487,354.00
2037/2038	\$487,354.00	\$193,330.00	\$62,509.00	\$12,184.00	2.00%	\$630,358.00
2038/2039	\$630,358.00	\$197,196.00	\$409,386.00	\$15,759.00	2.00%	\$433,927.00
2039/2040	\$433,927.00	\$201,140.00	\$552,339.00	\$10,848.00	2.00%	\$93,577.00
2040/2041	\$93,577.00	\$205,163.00	\$12,117.00	\$2,339.00	2.00%	\$288,963.00
2041/2042	\$288,963.00	\$209,266.00	\$87,351.00	\$7,224.00	2.00%	\$418,102.00
2042/2043	\$418,102.00	\$213,452.00	\$69,892.00	\$10,453.00	2.00%	\$572,115.00
2043/2044	\$572,115.00	\$217,721.00	\$578,943.00	\$14,303.00	2.00%	\$225,196.00
2044/2045	\$225,196.00	\$222,075.00	\$421,394.00	\$5,630.00	2.00%	\$31,507.00
2045/2046	\$31,507.00	\$226,517.00	\$38,520.00	\$788.00	2.00%	\$220,291.00
2046/2047	\$220,291.00	\$231,047.00	\$127,042.00	\$5,507.00	2.00%	\$329,804.00
2047/2048	\$329,804.00	\$235,668.00	\$21,450.00	\$8,245.00	2.00%	\$552,268.00
2048/2049	\$552,268.00	\$240,381.00	\$124,298.00	\$13,807.00	2.00%	\$682,157.00
2049/2050	\$682,157.00	\$245,189.00	\$533,922.00	\$17,054.00	2.00%	\$410,479.00
2050/2051	\$410,479.00	\$250,093.00	\$82,570.00	\$10,262.00	2.00%	\$588,263.00
2051/2052	\$588,263.00	\$255,095.00	\$155,899.00	\$14,707.00	2.00%	\$702,165.00
2052/2053	\$702,165.00	\$260,197.00	\$88,136.00	\$17,554.00	2.00%	\$891,780.00
2053/2054	\$891,780.00	\$265,401.00	\$507,258.00	\$22,294.00	2.00%	\$672,217.00
2054/2055	\$672,217.00	\$270,709.00	\$422,619.00	\$16,805.00	2.00%	\$537,112.00
2055/2056	\$537,112.00	\$276,123.00	\$42,738.00	\$13,428.00	2.00%	\$783,925.00
2056/2057	\$783,925.00	\$281,645.00	\$661,842.00	\$19,598.00	2.00%	\$423,326.00
2057/2058	\$423,326.00	\$287,278.00	\$208,566.00	\$10,583.00	2.00%	\$512,621.00
2058/2059	\$512,621.00	\$293,024.00	\$426,132.00	\$12,816.00	2.00%	\$392,328.00
2059/2060	\$392,328.00	\$298,884.00	\$675,214.00	\$9,808.00	2.00%	\$25,806.00

\*The "Total Contribution" represents the minimum recommended annual contribution plus any "Other Contribution" amounts as summarized in the "Contribution Table".

\*\*The percent increase in annual contribution is based on the Recommended Annual Contribution only and does not include any "Other Contribution" amounts.

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

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

The board of Grey Standard Condominium Corporation No. 83 has reviewed the Class 2 Update with site review dated Revised as Final November 2019, prepared by ENERPLAN BUILDING CONSULTANTS for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for the current fiscal year is \$75,341.00, which is the same amount that has already been budgeted.

The Proposed Plan for Future Funding of the Reserve Fund is attached herein.

## G.S.C.C. No. 83 CONTRIBUTION TABLE

Year	"A" Annual Contribution*	% Increase Over Previous Year	"B" Other Contribution (e.g., special assessment or loan)	"A + B" Total Contribution Each Year to Reserve Fund
2019/2020	\$75,341.00		\$0.00	\$75,341.00
2020/2021	\$93,423.00	24.00%	\$0.00	\$93,423.00
2021/2022	\$115,844.00	24.00%	\$0.00	\$115,844.00
2022/2023	\$143,647.00	24.00%	\$0.00	\$143,647.00
2023/2024	\$146,520.00	2.00%	\$0.00	\$146,520.00
2024/2025	\$149,450.00	2.00%	\$0.00	\$149,450.00
2025/2026	\$152,439.00	2.00%	\$0.00	\$152,439.00
2026/2027	\$155,488.00	2.00%	\$0.00	\$155,488.00
2027/2028	\$158,598.00	2.00%	\$0.00	\$158,598.00
2028/2029	\$161,770.00	2.00%	\$0.00	\$161,770.00
2029/2030	\$165,005.00	2.00%	\$0.00	\$165,005.00
2030/2031	\$168,305.00	2.00%	\$0.00	\$168,305.00
2031/2032	\$171,671.00	2.00%	\$0.00	\$171,671.00
2032/2033	\$175,105.00	2.00%	\$0.00	\$175,105.00
2033/2034	\$178,607.00	2.00%	\$0.00	\$178,607.00
2034/2035	\$182,179.00	2.00%	\$0.00	\$182,179.00
2035/2036	\$185,823.00	2.00%	\$0.00	\$185,823.00
2036/2037	\$189,539.00	2.00%	\$0.00	\$189,539.00
2037/2038	\$193,330.00	2.00%	\$0.00	\$193,330.00
2038/2039	\$197,196.00	2.00%	\$0.00	\$197,196.00
2039/2040	\$201,140.00	2.00%	\$0.00	\$201,140.00
2040/2041	\$205,163.00	2.00%	\$0.00	\$205,163.00
2041/2042	\$209,266.00	2.00%	\$0.00	\$209,266.00
2042/2043	\$213,452.00	2.00%	\$0.00	\$213,452.00
2043/2044	\$217,721.00	2.00%	\$0.00	\$217,721.00
2044/2045	\$222,075.00	2.00%	\$0.00	\$222,075.00
2045/2046	\$226,517.00	2.00%	\$0.00	\$226,517.00
2046/2047	\$231,047.00	2.00%	\$0.00	\$231,047.00
2047/2048	\$235,668.00	2.00%	\$0.00	\$235,668.00
2048/2049	\$240,381.00	2.00%	\$0.00	\$240,381.00
2049/2050	\$245,189.00	2.00%	\$0.00	\$245,189.00
2050/2051	\$250,093.00	2.00%	\$0.00	\$250,093.00
2051/2052	\$255,095.00	2.00%	\$0.00	\$255,095.00
2052/2053	\$260,197.00	2.00%	\$0.00	\$260,197.00
2053/2054	\$265,401.00	2.00%	\$0.00	\$265,401.00
2054/2055	\$270,709.00	2.00%	\$0.00	\$270,709.00
2055/2056	\$276,123.00	2.00%	\$0.00	\$276,123.00
2056/2057	\$281,645.00	2.00%	\$0.00	\$281,645.00
2057/2058	\$287,278.00	2.00%	\$0.00	\$287,278.00
2058/2059	\$293,024.00	2.00%	\$0.00	\$293,024.00
2059/2060	\$298,884.00	2.00%	\$0.00	\$298,884.00

\*The term "annual contribution" means the amount to be contributed each year to the reserve fund from the monthly common expenses.

This projection assumes that the contributions to the reserve fund in the fiscal year the Study was conducted was set by the Corporation.

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

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

Not applicable.



## Schedule "A"

### RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS GREY STANDARD CONDOMINIUM PLAN NO. 83 (the "Corporation")

#### RULES GOVERNING THE USE OF UNIT COMMON ELEMENTS

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including, without limitation, members of the owner's family, any residents, tenants and their respective visitors and/or guests:

1. No addition, alternation, decoration or painting of any kind shall be made to any portion of the common elements, without prior written consent of the board.
2. Water shall *not be* left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has caused the damage.
3. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the unit or common elements whatsoever, without the prior written consent of the board.
4. No awnings, shades or shutters, nor any screen or storm door or windows, shall be installed or affixed over and/or outside of any windows, patios and/or balconies, nor shall any exterior doors be removed, replaced or changed in any way, without the prior Written Consent of the board.
5. No television or radio antenna aerial, satellite dish, doorknocker shall be erected, located or placed on or in any part of the common elements, including any portion thereof which an owner may have the exclusive use, unless erected or caused to be erected by the Corporation.
6. No owner shall do, or permit anything to be done in his or her unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy the, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor 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.
7. Nothing shall be placed on the outside of window sills or projections, nor upon any patio or balcony railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows or doors, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors or balconies, nor from any portion of the common elements.
8. Owners are not to discard mail that they have received in the front lobby.
9. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository. In an effort to promote recycling, the residents shall sort out their garbage into designated recycling bins located within the garbage room/drop off area.
10. No owner shall compromise the safety of the building by unlocking main doors, propping outside doors open or allowing entrance to the building of unauthorized individuals.

11. No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.

12. Owners shall not overload existing electrical circuits and plumbing facilities in their units

13. No auction or garage sale shall be held in the units or on the common elements.

14. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units, *lockers* or common elements, without prior written consent of the board.

15. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.

16. No hanging or drying clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.

17.

(a) Subject to the provisions of the declaration to the contrary, no commercial vehicle, truck, trailer, van, recreational vehicle, boat, snowmobile, boat, personal watercraft, machinery or equipment, other than a private passenger automobile, station wagon, mini-van or truck not exceeding 6 feet in height, shall be parked on any portion of the common elements other than in a designation parking space or parking unit, without the prior written consent of the board. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area; and

(b) The maximum speed limit for any vehicle within the condominium is 10 Kilometers per hour.

(c) Visitors' motor vehicles may be parked only in those parking spaces clearly marked or designated for visitors, and for no longer than five (5) consecutive hours at a time, unless a "guest authorization to park" card or permit is obtained from the board or the manager, failing which such vehicles shall be tagged and/or towed away at owner's expense. The vehicles of owners and/or residents which are parked in the visitors' parking areas will be tagged and/or towed away at the owner's or resident's expense. This is subject to the unit owner's right to make arrangements to use (1) one additional guest parking spot as per the Declaration.

(d) No private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature shall be parked or located upon the common elements or any part thereof, at the discretion of the Board of Directors.

(e) As the common elements are private property for the use of the owners by the Corporation, the Board reserves the right to remove any vehicle found upon the common elements in contravention of the parking rules and regulations, at the expense of the owner of such vehicle or, in the discretion of the board, at the expense of the unit owner who parked, placed, located, kept or maintained such vehicle on the common elements or who permitted the same to be done by his family, guests, tenants or invitees.

(f) All vehicles parked in the common elements must be legally plated and insured.

18. No window air conditioning unit shall be installed within any unit or common element area.

19. Window coverings must be white or off white only.

20. Only plants, flowers and seasonal furniture shall be placed on decks, and same shall not be used for storage purposes. No coverings of any kind shall be installed on the outdoor patios. Planters may not be placed on the railings on the outside railing.

21. No owner shall be permitted to install, place store or use any type of barbeque equipment or facility within any deck except for an electric BBQ.
22. (a) No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the common elements, including without limitation, the grass, plants, hedges, shrubs, flowers or trees, nor place or affix any planters, statues, fountains or ornamental objects on any portion of the common elements, without the prior written consent of the board; and
- (b) No one shall be permitted to use any portion of the common element areas for the purposes of planting trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the board, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants in any planter box(es) situate within any outdoor patio, the exclusive use of which has been designated or allocated to the owner's unit.
23. No animal, reptile, livestock or fowl, other than a pet cat, dog (limited in size and number as set forth in the Declaration), fish, turtle or caged bird, shall be permitted within any unit or common element area, and no pet that is deemed by the board or the manager (in their absolute discretion) to be a nuisance shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate on any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately. Should a pet owner fail to clean up after his or her pet, then the pet shall be deemed a nuisance, and the owner of the pet shall, within two weeks after receiving a written request from the board or the manager to remove such pet, permanently remove the pet from the property. All pets must be on a leash or constrained when outdoors, and shall be accompanied by the owner at all times.
24. No unit owner shall permit or suffer the infestation of his or her unit or any exclusive use common element areas appurtenant thereto by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report any infestation to the board or the manager as soon as the owner is aware of same, will render the owner liable for all costs and expenses incurred in having to eradicate the infestation.
25. Each unit owner shall maintain the drywall in his unit.
26. No children under the age of 16 years shall be allowed in the pool unless accompanied by an adult.
27. All residents must abide by the posted rules of the clubhouse, failure, which can result in the loss of privileges for a time period as set out by the Board of Directors.
28. No pets are allowed at the clubhouse or within the pool or tennis court enclosures.
29. Locker areas – no items may be stored outside the locker area (in parking spaces). Content of lockers not to exceed the locker enclosure height.
30. All damages to the Condominium property caused by the moving and/or carrying of articles therein shall be paid by the owner or person in charge of such articles.
31. No owner shall permit or allow the temperature within his unit to fall below a minimum of 15 degrees Celsius.
32. No owner shall install or use sound speakers outside of his unit or on the common elements.
33. No commercial business shall be operated out of any unit.
34. No bird feeders, planters or exterior additions of any kind shall be erected or undertaken by any owner/resident on the exterior of the unit or the common elements.

35. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements or exclusive use common elements.
36. If any homeowner or member of his family or a guest of a homeowner or his family is found in the act of vandalism, the owner shall be responsible to absorb the cost of all damage incurred.
37. Complaints of any kind shall be made to the Board in writing care of Management.
38. Each unit is hereby restricted to single family residential use by the owner thereof, their lessees, their families, guests or invitees. No owner of any unit shall permit use of the unit in whole or in part for a hotel, motel, or rooming house for the making available of transient accommodation for profit. No rentals will be done on a short term basis. Short term defined as a rental of less than a one month period.
39. Any loss, cost or damage incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or any occupant of his unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common element expenses.
40. No owner, tenant or guest, of any unit, shall permit, or allow the use of skateboards, snowboards, or any such similar sports equipment on the property, including but not limited to the walkways, sidewalks, grass areas, parking spaces, or the roadway of the Corporation.
41. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.
42. Owners shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees, or employees shall be occupants, approaching or upon any driveways or parking areas on the property except as may be necessary for the safe operation thereof.
43. No noise caused by an instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the owners shall be permitted, nor shall any owner or occupant play or allow to be played any musical instrument, radio, television, hi-fidelity or stereophonic sound system, tape recorder or the like in the unit between the hours of 11:00 o'clock p.m. and the following 8:00 o'clock a.m. if the same shall disturb or annoy other owners or occupants of the building. In the event any radio, television set, power tool or electrical appliance in or upon the unit interferes with the reception of any radio or television set or of the operation of any power tool or electrical appliances in the *buildings*, the owner will on direction from the board to that effect take such steps as are necessary to prevent such interference.
44. No noxious or offensive activity shall be carried on upon any private or common area nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners or occupants of lands in the enjoyment of their lands.
45. In the event of contagious or infectious diseases developing, the owner agrees to have the patient or patients removed forthwith and to have the unit fumigated or treated immediately in accordance with any local or Province by-laws and regulations in force relating to any such disease.

The first part of the paper discusses the importance of the study and the objectives of the research. It highlights the need for a comprehensive understanding of the subject matter and the role of the researcher in this process. The second part of the paper presents the methodology used in the study, including the data collection methods and the analysis techniques. The third part of the paper discusses the results of the study and the conclusions drawn from the findings. The final part of the paper provides a summary of the key points and offers suggestions for future research.

The study was conducted in a systematic and rigorous manner, following the principles of scientific research. The data was collected from a large sample of participants, and the results were analyzed using advanced statistical techniques. The findings of the study are presented in a clear and concise manner, allowing for a thorough understanding of the subject matter. The conclusions drawn from the findings are based on a careful analysis of the data and are supported by the results of the study.

The study has several limitations, which are discussed in the paper. These limitations include the sample size, the duration of the study, and the potential for bias. Despite these limitations, the study provides valuable insights into the subject matter and contributes to the existing body of knowledge. The findings of the study are discussed in the context of the current research and are compared with the results of previous studies.

The study has several strengths, which are also discussed in the paper. These strengths include the use of a large sample size, the application of advanced statistical techniques, and the thoroughness of the analysis. The study also has several practical implications, which are discussed in the paper. These implications include the need for further research in this area and the potential for the findings to be applied in practice.

In conclusion, the study provides a comprehensive understanding of the subject matter and contributes to the existing body of knowledge. The findings of the study are presented in a clear and concise manner, allowing for a thorough understanding of the subject matter. The conclusions drawn from the findings are based on a careful analysis of the data and are supported by the results of the study.

## GREY STANDARD CONDOMINIUM PLAN NO. 83

### BY-LAW NO. ONE

BE IT ENACTED as a by-law of Grey Standard Condominium Plan No. 83 (hereinafter referred to as the "Corporation") as follows:

#### ARTICLE I - DEFINITIONS

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

#### ARTICLE II - SEAL

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

#### ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "Records"):
  - (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
  - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
  - (c) a copy of the registered Declaration, registered by-laws and current rules;
  - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
  - (e) the seal of the Corporation;
  - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
  - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
  - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
  - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;

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

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

#### ARTICLE IV – THE CORPORATION

##### 4.1 Duties of the Corporation

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

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

or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;

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

#### 4.2 Powers of the Corporation

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

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
  - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the board may determine in its sole discretion;
  - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board may determine in its sole discretion;
  - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion;
  - (iv) an agreement with another Corporation to share the use and costs of some of the facilities, including the recreational facilities, of this Corporation; and
  - (v) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;

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

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

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

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

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

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

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

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

##### **5.4 Notices:**

At least fifteen (15) days written notice of every meeting specifying the place, the date the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and

70(2) of the Act, The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.5 Reports:

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

5.6 Persons Entitled to Be Present:

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

5.7 Quorum:

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

5.8 Right to Vote:

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

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the

election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

5.10 Representatives:

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

5.11 Co-Owners:

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

5.12 Votes to Govern:

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

5.13 Entitlement to Vote:

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

5.14 Proxies:

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

5.15 Minutes:

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

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;

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

#### ARTICLE VI- BOARD OF DIRECTORS

##### 6.1 The Corporation:

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

##### 6.2 Number of Directors and quorum:

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

##### 6.3 Qualifications:

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

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

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

##### 6.5 Election and Term:

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

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

6.6 Filling of Vacancies and Removal of Directors:

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

6.7 Calling of Meetings:

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

6.8 Regular Meetings:

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

6.9 Teleconference:

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

6.10 First Meeting of New Board:

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

6.11 Conflict of Interest:

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

6.12 Protection of Directors and Officers:

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

6.13 Indemnity of Directors and Officers:

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

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

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent acts, or through or by such director's or officer's gross negligence, recklessness, willful blindness or intentional

misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "Liabilities"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

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

6.14 Insurance:

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

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

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

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

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

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

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

6.18 Minutes:

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

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;

- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item including confirmation of the moving seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

## ARTICLE VII - OFFICERS

### 7.1 Elected President:

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

### 7.2 Other Elections and Appointments:

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

### 7.3 Term of Office:

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

### 7.4 President:

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

### 7.5 Vice-President:

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

### 7.6 General Manager:

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

7.7 Secretary:

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

7.8 Treasurer:

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

7.9 Other Officers:

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

7.10 Agents and Attorneys:

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

7.11 Committees

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

## ARTICLE VIII- BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

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

## 8.2 Execution of Instruments:

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

## 8.3 No Seal

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

## 8.4 Execution of Status Certificates:

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

# ARTICLE IX - FINANCIAL YEAR END

## 9.1 Financial Year End:

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

# ARTICLE X - NOTICE

## 10.01 Method of Giving Notices

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

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

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

#### 10.02 Receipt of Notice

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

#### 10.03 Omissions and Errors

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

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

#### 11.1.1 Duties of the Board:

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate, the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case

may be, which shall include provision for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

#### 11.2 Owner's Obligation:

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

#### 11.3 Extraordinary Expenditures:

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

#### 11.4 Default in Payment of Assessment:

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

### ARTICLE XII - LIABILITY FOR COSTS

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

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

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

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

#### 12.2 Additional Rights of Corporation:

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

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

#### 12.3 Insurance Deductible:

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

### ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES

#### 13.1 Mediation Procedures

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

### ARTICLE XIV - MISCELLANEOUS

#### 14.1 Invalidity:

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

#### 14.2 Gender:

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

14.3 Waiver:

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

14.4 Headings:

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

14.5 Alterations:

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

14.6 Conflicts:

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

DATED this 17<sup>th</sup> day of March, 2009.

Grey Standard Condominium Plan No. 83 hereby confirms that the foregoing By-law was passed by its board of directors as of March 17, 2009.

GREY STANDARD CONDOMINIUM  
PLAN NO. 83

Per: 

Name: John D'Angelo

Title: President

I have the authority to bind the Corporation. X

The foregoing By-law is hereby confirmed (without amendment) by Siljon Investments Inc., the declarant and owner of all units in the Corporation.

DATED this 17<sup>th</sup> day of March, 2009.

SILJON INVESTMENTS INC.

Per: 

Name: John D'Angelo

Title: President

I have the authority to bind the Corporation. Y

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

### ARTICLE 1- PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and, shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

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

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

### ARTICLE 2 - MEDIATION

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

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

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the appointment of a mediator shall be conducted by any one of the founding members or by the executive director of the Condominium Dispute Resolution Centre (the "CDRC") whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

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

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

#### **Party Confidentiality:**

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

**Pre-mediation information:**

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

**Authority to Settle:**

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

**Mediator Confidentiality:**

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

**Legal Representation:**

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

**Right to Withdraw:**

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

**Costs of the Mediation:**

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

**Notice and Report:**

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

**Settlement:**

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

**GREY STANDARD CONDOMINIUM PLAN NO. 83**  
**BY – LAW NO. 2**

Be it Enacted as a By-Law of Grey Standard Condominium Plan No.83 (hereinafter referred to as the "Corporation") as follows:

The directors of the Corporation may from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other money borrowed, or other debts, or any other obligations or liabilities of the Corporation;
- (c) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;
- (e) provided that any borrowing of money in excess of the sum of Five Thousand Dollars (\$5,000.00) for any one occurrence shall require the approval of the owners owning a majority of the units, at a duly called meeting.

DATED this 17<sup>th</sup> day of March, 2009.

Grey Standard Condominium Plan No. 83 hereby confirms that the foregoing By-law was passed by its board of directors as of March 17, 2009.

GREY STANDARD CONDOMINIUM  
PLAN NO. 83

Per:

Name: John D'Angelo

Title: President

I have the authority to bind the Corporation.

The foregoing By-law is hereby confirmed (without amendment) by Siljon Investments Inc., the declarant and owner of all units in the Corporation.

DATED this 17<sup>th</sup> day of March, 2009.

SILJON INVESTMENTS INC.

Per:

Name: John D'Angelo

Title: President

I have the authority to bind the Corporation.

Table 1. Mean (SD) age, height, weight, and body mass index (BMI) of the 100 children in the study

Measure	Mean (SD)
Age (years)	10.2 (0.5)
Height (cm)	145.2 (10.5)
Weight (kg)	40.5 (10.5)
BMI (kg m <sup>-2</sup> )	19.5 (3.5)

children were given a verbal explanation of the procedure and then asked to give their assent. The parents were given a written explanation of the procedure and asked to give their consent. The study was approved by the local research ethics committee.

#### Procedure

Children were asked to perform the task in the morning and afternoon. They were given a verbal explanation of the procedure and then asked to give their assent. The parents were given a written explanation of the procedure and asked to give their consent.

#### Results

The mean (SD) age, height, weight, and BMI of the 100 children in the study are shown in Table 1. The mean (SD) age, height, weight, and BMI of the 100 children in the study are shown in Table 1.

#### Discussion

The results of the study show that the mean (SD) age, height, weight, and BMI of the 100 children in the study are shown in Table 1. The mean (SD) age, height, weight, and BMI of the 100 children in the study are shown in Table 1.

#### Conclusion

The results of the study show that the mean (SD) age, height, weight, and BMI of the 100 children in the study are shown in Table 1. The mean (SD) age, height, weight, and BMI of the 100 children in the study are shown in Table 1.

GREY STANDARD CONDOMINIUM PLAN NO. 83

BY-LAW NUMBER 3

**BE IT ENACTED** as a By-law of Grey Standard Condominium Plan No. 83 (hereinafter referred to as the "Corporation") as follows:

1. That the Corporation enter in a Shared Facilities Agreement/Transfer of Easement attached hereto as a Schedule "A". The Shared Facilities Agreement/Transfer of Easement has been entered into for the purposes of providing for or regulating those other matters therein set forth.
2. That the President and or the Vice-President and the Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Shared Facilities Agreement/Transfer of Easement, together with all other documents or instruments which are ancillary to the Shared Facilities Agreement including registering the said agreement on title to the Corporation's property and all instruments, etc., registered from time to time in order to give effect to the provisions of the Shared Facilities Agreement/Transfer of Easement. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.
3. That all terms, provisions and conditions set out in the Shared Common Recreation Area Agreement/Transfer of Easement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

DATED this 17<sup>th</sup> day of March, 2009.

Grey Standard Condominium Plan No. 83. hereby confirms that the foregoing By-law was passed by its board of directors as of March 17, 2009.

GREY STANDARD CONDOMINIUM  
PLAN NO. 83

Per: 

Name: John D'Angelo

Title: President

I have the authority to bind the Corporation.

The foregoing By-law is hereby confirmed (without amendment) by Siljon Investments Inc., the declarant and owner of all units in the Corporation.

DATED this 17<sup>th</sup> day of March, 2009.

SILJON INVESTMENTS INC.

Per: 

Name: John D'Angelo

Title: President

I have the authority to bind the Corporation.

**FAR HILLS CLUB**  
**SHARED FACILITIES AGREEMENT**

March 2009

**SHARED FACILITIES AGREEMENT**  
**FOR**  
**FAR HILLS CLUB**

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**SHARED FACILITIES AGREEMENT  
FOR  
FAR HILLS CLUB**

This Agreement is made as of \_\_\_\_\_ among:

**SILJON INVESTMENTS INC.**, a corporation incorporated under the laws of the Province of Ontario.

(hereinafter referred to as the "Declarant")

of the first part,

- and -

**GREY STANDARD CONDOMINIUM PLAN NO. 83**

A corporation created upon registration of a declaration and description pursuant to the *Condominium Act*.

(hereinafter referred to as the "Townhomes")

of the second part

- and -

**GREY STANDARD CONDOMINIUM PLAN NO. 83**

A corporation created upon registration of a declaration and description pursuant to the *Condominium Act*.

(hereinafter referred to as the "Lodges")

of the third part

whereas:

1. The Declarant has initiated development of two phased standard Condominium Corporations; being the Parties of the second part and the third part respectively;
2. The "Townhomes", contains 22 residential units in phase one as well as a Unit 23, on which the Declarant has constructed certain common recreation facilities;
3. The "Lodges" contains 24 residential units in phase one;
4. The ownership, use and maintenance of the common recreation area on Unit 23 will be a "Shared Facility" which is shared between the Townhomes and the Lodges,
5. The Parties wish to enter into this Agreement to set forth the rights and obligations relating to the Shared Facilities.

## ARTICLE 1

### DEFINITIONS, INTERPRETATION AND SCHEDULES

#### 1.01 Definitions

In and for the purposes of this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms and expressions shall have the meanings indicated:

- (a) "Agreement" means this Agreement including all the Schedules which are annexed hereto, all amendments, if any, as evidenced by memoranda in writing duly executed by the parties hereto, and any documents which are herein referred to and stipulated to form part of this Agreement.
- (b) "Committee" shall mean the Shared Facilities Committee described in Article 6 hereof.
- (c) "Condominium Act" means the Condominium Act, 1998, S.O.1998, c.19, as amended or replaced from time to time.
- (d) "Condominium(s)" means, collectively or individually, Townhomes and Lodges as and when such condominiums have been created.
- (e) "Corporation" means the condominium corporation created under the Condominium Act upon registration of each Condominium which is a Party hereto.
- (f) "Declarant Lands" means, collectively, those lands and premises owned by the Declarant and described in Schedules A-1 and A-2 annexed hereto.
- (g) "Far Hills Club" means the Project being developed by the Declarant being two phased standard condominiums consisting of the Townhomes and the Lodges and located on the lands described in Schedules "A-1" and "A-2" annexed hereto.
- (h) "Force Majeure" means war or other catastrophe, act of the Queen's enemies, riot or insurrection, strike, lockout, labour disturbance, inability to obtain materials, goods, equipment, services or utilities required, or any law, municipal by-law, governmental regulation or order, or inability to obtain any permission or authority required thereby or any other event or occurrence beyond the control of the party seeking to rely on Force Majeure save and except for financial inability.
- (i) "Lodges" – means the phased standard condominium situate on the South side of Beaver street consisting of 24 residential units, in phase I; and in which phase II is contemplated to have 24 additional residential units, as *shown on the site plan marked Schedule "B" hereto*
- (j) "Major Change" means any alteration, addition, change or improvement (including but not limited to structural changes but not including minor changes in details) or the demolition or material partial demolition of any part of the Shared Facilities, which materially adversely affects the Shared Facilities; provided that the original construction of the Townhomes and Lodges or restoration or repair following damage or destruction (where the original plans and specifications are substantially re-utilized) shall not constitute a Major Change
- (k) "Prime Rate" means the rate of interest that is declared by the TD CANADA TRUST or its successors, head office branch, in Toronto, Ontario, to be the rate of interest charged by it to its largest commercial borrowers of the highest credit standing for unsecured Canadian dollar

demand loans in Canada, in effect at 12:00 o'clock noon (Toronto time) on the first working day of JANUARY OF THE YEAR IN WHICH THE APPLICATION OF INTEREST FIRST APPLIES and the declaration by the TD CANADA TRUST or its successors of such rate shall in the absence of manifest error be final and conclusive.

- (l) **"Project"** means the Far Hills Club Project being developed by the Declarant in the Town of the Blue Mountains, and includes Phases I and II of the Townhome Condominium and Phases I and II of the Lodges Condominium.
- (m) **"Property Manager"** means the property manager retained from time to time by the Declarant and subsequently by the respective Condominiums to manage the Townhomes and Lodges, and the Shared Facilities.
- (n) **"Shared Facilities"** means Unit 23 and the Clubhouse, Pool and Tennis Courts, and the service thereto intended to be constructed by the Declarant on the proposed Unit 23 (or which may be added thereto) situate in the Townhomes Condominium *shown on the Site Plan in Schedule B attached hereto.*
- (o) **"Shared Facilities Costs"** means the costs of managing, supplying, operating, maintaining, repairing, replacing and insuring the Shared Facilities, including municipal realty taxes, and shall include applicable goods and services tax.
- (p) **"Townhomes"** – means the phased standard condominium situate on the North side of Beaver street consisting of 22 residential units, plus the common recreation unit 23, in phase 1; and in which phase 2 is contemplated to have 17 additional residential units, *as shown on the site plan marked Schedule "B" hereto;*
- (q) **"Undeveloped Lands"** – means the lands owned by the Declarant and described as being the "Servient Lands" described in Schedule A-1 hereto for the Townhomes and described in Schedule A-2 hereto for the Lodges *(both of which are respectively shown on Schedule B hereto).* They will consist of Phase 2 of the Townhome Condominium and Phase 2 of the Lodges Condominium.
- (r) **"Unit 23"** – means Unit 23 in the Townhomes condominium, *as shown on Schedule "B" attached hereto* and containing the common recreation facilities or Shared Facilities.

#### 1.02 Interpretation

This Agreement shall be interpreted and construed in accordance with the following provisions:

- (a) the captions to sections and any provided table of contents are for convenience of reference only and in no way define, limit, enlarge or affect the scope of, or intent of, this Agreement or its interpretation;
- (b) this Agreement is to be construed and enforced in accordance with the laws of the Province of Ontario as an Ontario contract;
- (c) the invalidity or unenforceability or any provision of this Agreement or any covenant herein shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained, but shall be deemed to be severable, except where such invalid or unenforceable provision or covenant is expressed to be a condition or has a conditional operation;

- (d) this Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, undertakings and negotiations, whether oral or written, and there are no present warranties, representations or other agreements between the parties in connection with the subject matter except as specifically set forth or referred to herein;
- (e) no supplement, modification or waiver of or under this Agreement shall be binding unless executed in writing by the party to be bound thereby, and no waiver by a party of any provision of this Agreement shall be deemed or shall constitute a waiver unless otherwise expressly provided;
- (f) all the terms and provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns (but this shall not permit or imply any permission enabling any party to assign its rights under this Agreement except pursuant to the express provisions of this Agreement);
- (g) all references in this Agreement to dollar amounts shall be deemed to be a reference to such amounts expressed in Canadian dollars.

### **1.03 Schedules**

The schedules to this Agreement comprise part hereof, and are entitled as follows:

- A-1 Legal Description for the Townhomes,
- A-2 Legal Description for the Lodges
- B- Site Plan
- C- Mediation Provision

## **ARTICLE 2**

### **LICENCE TO UTILIZE SHARED FACILITIES**

#### **2.01 Declarants grant of licence to Townhomes and Lodges**

the Declarant hereby grants to the Townhome Condominium Corporation and to the Lodges Condominium Corporation a licence to utilize the Shared Facilities situate on Unit 23 in the Townhome Condominium subject to the terms and provisions hereof, and reserving unto the Declarant the right to utilize the Shared Facilities pursuant to the terms hereof.

#### **2.02 Duty to Utilize Shared Facilities Prudently**

In exercising their rights to utilize the Shared Facilities pursuant to this Agreement, the Committee or the party to this Agreement exercising them shall act in a prudent and reasonable manner so as to minimize undue interference occasioned to the other party or parties to this agreement. Each of the parties hereto hereby indemnifies and saves harmless the others from and with respect to any damage caused to the Shared Facilities, or any part thereof, caused by the negligence, willful act or excessive use by said party of the Shared Facilities.

#### **2.03 Further Assurances**

By entering into this Agreement, each of the parties hereto agrees to execute without delay all further assurances, easement agreements, indentures or transfers if required or other documents necessary or required to carry out the true intent of these presents.

#### **2.04 Reciprocal Benefit and Burden**

The continued enjoyment by either of the Condominium parties hereto to any right or privilege hereby granted or referred to shall be dependant and conditional upon that party contributing to the cost and expense of the operation, maintenance, repair, replacement and inspection of the Shared Facilities. The failure by any party to so contribute according to its Proportionate Share of such cost or expense thereof, shall, at the option of the other parties lead to the suspension of its enjoyment of the use of the Shared Facilities. The benefits to any party hereunder arising from any term or provision of this Agreement shall be construed as interdependent with the requirement by such party to perform those obligations hereunder.

#### **2.05 Rules and Regulations**

The enjoyment or use at any time of the rights herein granted shall be subject to such reasonable regulations, rules, restrictions, and limitations as may be imposed from time to time by the Committee (or the Declarant on its own behalf or on behalf of the condominium corporations until the Transfer Date) including but not limited to regulations, rules, restrictions and limitations concerning the times of, notice of and manner in which such rights are to be enjoyed; provided, always that this section shall not be construed to in any way derogate from the grant of these rights..

#### **2.06 Restricted Use**

Notwithstanding the granting of reciprocal rights hereinbefore described, the parties hereto acknowledge and agree with one another that the unit owners of the Lodges, their guests, invitees and licensees shall not have the right to use and/or park their motor vehicles within any of the outdoor parking areas designated for the use of the owners or visitors of the Townhome condominium plan. Similarly the unit owners of the Townhomes, their guests, invitees, and licensees shall not have the right to use and/or park their motor vehicles within any of the parking spaces designated for the use of the owners or visitors of the Lodges condominium plan.

### **ARTICLE 3**

#### **COMPLIANCE WITH ZONING BY-LAWS, DEVELOPMENT AGREEMENTS AND RESTRICTIONS REGARDING USE OF THE FAR HILLS CLUB SHARED FACILITIES**

#### **3.01 Compliance with Zoning By-laws**

Each of the parties hereto acknowledges that their respective proprietary interests in the Shared Facilities may be subject to a number of agreements, rules, regulations, ordinances or acts in favour of governmental authorities, or may further be subject to a single, site specific restricted area by-law, under which each phase of the Far Hills Club must contain certain services, facilities and installations in order for Declarant, the condominium corporations and Far Hills Club, as a whole, to remain in conformity to such by-law. Accordingly, each of the parties hereto agrees to abide by the provisions of these agreements, rules, regulations, ordinances, acts or by-laws which affect the Shared Facilities and Unit 23, and to do all things necessary to keep them in full force and effect and in good standing, including maintaining all required services, facilities and installations on their lands as are required by any such by-law referred to herein, and further agrees to execute any specific easements required to be granted to such authorities in accordance therewith, and to further use their best efforts to effect the renewal or replacement of any such agreements as may be necessary or desirable, all with the object and purpose of permitting and with a view of not hindering or preventing the completion and the continued use and enjoyment of

Shared Facilities as an integral whole and of each party's respective lands including those buildings and installations situated thereon.

**3.02 Compliance with Development Agreements**

The Declarant, on its own behalf and on behalf of the condominium corporations to be created within Far Hills Club, and the condominium corporations do hereby covenant and agree to maintain, repair and replace if necessary, from time to time, during the term hereof, as would any prudent owner in the local municipality, and after its initial installation by the Declarant, all works, facilities and installations described in any development, site plan or similar agreement (the "Development Agreement") entered into with the Corporation of The Town of the Blue Mountains and/or any other relevant governmental authority dealing with any aspect of the development of Far Hills Club, without restricting the generality of the foregoing, Unit 23 and any recreational amenity, landscaping, walkways, exterior lighting, fire or other safety measures, and signage.

**3.03 Indemnification**

Each of the condominium corporations agrees and they do hereby indemnify and save the Declarant harmless from any cost, loss, expense, damage or liability that it may suffer as a result of any breach by either of them of their covenants as set forth herein. Each of the condominium corporations agrees and they do hereby indemnify and save the other harmless from any cost, loss, expense, damage or liability that it may suffer as a result of any breach by either of them of their covenants as set forth herein.

**ARTICLE 4  
OWNERSHIP AND USE OF THE SHARED FACILITIES**

**4.01 The Declarant**

Until the Transfer Date specified in Article 4.06 hereof, the Declarant shall control and manage (exclusively) the Shared Facilities on behalf of the (proposed) Townhomes and Lodges condominium corporations. Subject to the payment of their Proportionate Share of the Shared Costs, the condominium corporations (and their owners and occupants from time to time, respectively) shall be entitled to use and enjoy the Shared Facilities.

**4.02 Transfer of Ownership**

The transfer of ownership of the said Unit 23, containing the Shared Facilities (all of which is hereinafter collectively referred to as "Unit 23") by the Declarant to the condominium corporations pro rata as tenants in common in accordance with their respective Proportionate Interests (as defined below), shall occur on the Transfer Date (as defined below).

**4.03 Proportionate Share of Shared Facilities Costs**

Prior to the registration of each condominium corporation and provided the Shared Facilities are complete, each proposed condominium corporation shall pay its Proportionate Share of the Shared Facilities Costs.

**4.04 Operation of the Common Recreation Centre**

During the period of the Declarant's ownership and operation of the Recreation Centre, i.e., until the Transfer Date described below, the Recreation Centre shall be open and available exclusively for the use and enjoyment of the residents and their guests of Far Hills Club, provided that during that time, the residents of the

respective condominium corporations are contributing to the operating costs thereof in the sole and absolute discretion of the Declarant.

It is contemplated that the pool and tennis court shall be operated from June 1<sup>st</sup> until September 30<sup>th</sup> only, in each year, unless the Committee (with the prior approval by resolution of the Boards of Directors of both Condominiums) shall authorize the extension of the operating season of these facilities, and agree to absorb the costs thereof.

#### **4.05 Restricted Use**

In accordance with the stated intention of the parties hereto that the Shared Facilities are being provided to and for the sole use of the residents of Far Hills Club and their guests, no person other than a resident and a guest or guests accompanying such resident as defined in the rules governing the Shared Facilities shall be entitled to use the Shared Facilities and, for the purpose of this paragraph, a resident shall not include an owner of a unit who has leased his unit and has thereby assigned his right to use and enjoy his unit and the common elements including the Shared Facilities.

#### **4.06 Transfer Date**

Notwithstanding anything provided in this Agreement to the contrary, the control over the use and maintenance of the Shared Facilities shall be governed by the Declarant in its sole and absolute discretion until the earliest of:

- (a) 120 days following the date upon which all condominium corporations which the Declarant intends to create within Far Hills Club have all been registered as separate condominium plans;
- (b) December 31, 2009; or
- (c) at the sole discretion of the Declarant, a date specified by the Declarant prior to the dates referred to sub-paragraphs (i) and (ii) immediately above;

the earliest of the foregoing dates being hereinafter referred to as the "Transfer Date".

Until the Transfer Date, the Declarant shall have the right to establish:-

- (1) reasonable hours of use,
- (2) permitted uses of the Shared Facilities,
- (3) reasonable rules governing the use of the Shared Facilities, and
- (4) shall prepare and submit to the condominium corporations then in existence (not less than once annually) for incorporation in each such condominium corporations overall budget a separate budget (the "Shared Facilities Budget" or "Budget") outlining the costs of providing and maintaining utility services, realty taxes, capital reserves, equipment and staff as well as the costs of operating, maintaining and repairing the Shared Facilities, all in keeping with the principles set forth in Article 7.06 (lien provisions) hereof, which shall constitute the then applicable Shared Costs of which each condominium corporation shall be responsible for its Proportionate Share (as hereinafter defined). The condominium corporations hereby covenant and agree with one another and with the Declarant that they shall adopt and be bound by the Shared Facilities Budget as part of their overall budgets, and each condominium corporation shall pay and be solely responsible for its Proportionate Share of the Shared Costs as set forth in such Shared Facilities Budget.

If any portion of the Undeveloped Lands remains to be developed by the Declarant as one or more phases within Far Hills Club on or after the Transfer Date, and the Declarant proceeds to construct and register such Phases (the

"Future Phases") the condominium corporations in existence on the Transfer Date agree to permit the owners (and residents) of the Future Phases in Far Hills Club to have the same use and enjoyment of the Shared Facilities as the (then) existing condominium corporations have. Such use is conditional upon the unit owners (and residents) of such future phases paying their Proportionate Share of the Shared Facilities costs according to the readjusted or reapportioned Proportionate Interest in the Shared Facilities utilizing the formula set forth in Article 4.07 hereof.

In the event that the Declarant chooses not to develop a future phase (or is unable to so develop a future phase), in one or other of the Lodges or the Townhomes and at some time in the future develops a totally new condominium plan on the undeveloped land, then Upon execution of the Agreement by the future condominium corporations which comprise, together, the remaining portion of the Undeveloped Lands, the condominium corporations which have already received a transfer of title to the Shared Facilities according to their, respective, Proportionate Interest, shall reapportion, according to the formula set forth in Article 4.07 (below), each condominium corporation's Proportionate Interest, and agree to transfer (collectively) to the future condominium corporations their Proportionate Interest in the Shared Facilities as if such corporations had been in existence on the Transfer Date.

#### **4.07 Proportionate Interest**

Each condominium corporation's Proportionate Interest in Unit 23 which shall be the same as its Proportionate Share of the Shared Facilities Costs (and herein referred to as its "Proportionate Interest" or its "Proportionate Share") shall be calculated based upon the proportion that the total floor area (excluding all common elements), of all units in each condominium plan bears to the total floor area (excluding all common elements), of all units in both condominium plans. Upon completion of both phases in both condominiums the Proportionate Interests shall be Lodges 43.8679 % and the Townhomes 56.1321 %

#### **4.08 Unit 23 to have no voting rights**

For greater clarity, Unit 23 of the Townhomes condominium shall not have an ownership interest in the common elements of the Townhome condominium; shall not contribute to the costs of the common elements of any condominium; and the owner thereof from time to time shall have no voting rights whatsoever.

#### **4.09 Restriction on Transfer of Proportionate Interest In the Real Property**

Upon completion of the transfer of Unit 23 by the Declarant to the condominium corporations on the Transfer Date, there shall be no sale or transfer of an ownership interest in Unit 23 without the approval of the Board of Directors of both Condominium Corporations.

In addition, the condominium corporations and the Declarant covenant and agree that, from and as of the Transfer Date, Unit 23 or any part thereof or interest therein shall not be charged or encumbered whatsoever unless such charge or encumbrance applies to the whole of Unit 23 and such charge or encumbrance has, been given or permitted to be given with the approval of the Boards of Directors of both Condominiums hereto.

#### **4.10 Amendment to Declaration and Description**

In the event that the declaration and description in either of the condominium plans within Far Hills Club is altered or amended to either increase or decrease the number of residential units in accordance with the Act, or in the event that either of the phases 2 in either of the Condominiums (or both of the Phases 2 are not completed), then the parties agree to effect an adjustment between themselves in respect of each condominium corporation's Proportionate Interest and

Proportionate Share of the Shared Costs, using the same formula as in article 4.07 hereof.

#### **4.11 Lease of Shared Facilities**

In the event that the Boards of Directors of Directors of both condominium corporations agree, as evidenced by the passage of bylaws by both condominiums to that effect, they may lease to an independent contractor the Shared Facilities on such terms as they see fit, having received from such lessee satisfaction that the spirit and intent of this agreement is maintained, including obligations regarding costs, insurance, quality, aesthetic and actual appearance of the Shared Facilities. In the further event that such a lease is entered into, then the Committee shall be terminated and the proceeds in their trust account disbursed to the two condominiums in the ratio of the Proportionate Interests.

### **ARTICLE 5 SITE MODIFICATION**

#### **5.01 Maximum Number of Residential Units**

The Declarant covenants because of Phasing it is estimated that not less than 46 residential units and no more than one hundred (100) residential units in total shall be constructed within Far Hills Club including, but not limited to, the units within the existing condominium corporations. Pursuant to the Condominium Act the Declarant is not bound to complete phase 2 of either condominium and has the right to change the units in phase 2 of each condominium.

### **ARTICLE 6 SHARED FACILITIES COMMITTEE**

#### **6.01 Shared Facilities Committee**

The parties hereto hereby agree, following the Transfer Date, that the Shared Facilities which are used and enjoyed by each of the said parties shall be operated, maintained, repaired, improved, altered and replaced by the Shared Facilities Committee on behalf of the condominium corporations comprising Far Hills Club as if the said corporations were really one condominium corporation and as if the Shared Facilities were common elements and assets of one condominium corporation. Each member of the Committee may be either an officer or director of the condominium which he or she represents but every member appointed must be a unit owner of the condominium which he or she represents.

The Shared Facilities Committee shall be composed of five members, with the initial appointments being three members from the Townhomes for a term of two years and two members being appointed from the Lodges for a period of two years. At the end of the first term of appointment, five members shall be appointed to the Committee, with three members being appointed from the Lodges and two members being appointed from the Townhomes. Thereafter the appointment of the third or extra member of the committee from one condominium, shall alternate from one condominium to the other every two years, so that any one condominium shall have a majority on the committee for a two year period only.

The Declarant may, in its sole discretion, prior to the Transfer Date, establish an interim committee on the same principles as are set forth herein for the Committee with representation from the then proposed condominium corporations. If so created, the Declarant agrees to continue to recognize the establishment and operation of the Committee prior to the Transfer Date subject to, and the condominium corporations hereby expressly acknowledge, the

Declarant's continuing right of control over the use and maintenance of the Shared Facilities as set forth in Articles 4.01 and 4.06 hereof.

#### **6.02 Meetings**

The Committee shall meet from time to time, but not less than quarterly, for the purposes hereinafter set out. Unless written notice is dispensed with by the written consent of each member of the Committee, at least seven (7) days' written notice of every meeting of the Committee shall be given to the members thereof by the Secretary of the Committee

#### **6.03 Quorum**

At any meeting of the Committee, a quorum shall consist of the majority of members thereof, and except as may be expressly provided herein, all decisions of the Committee shall be by a majority vote and the Chairman shall have an additional or casting vote. If thirty (30) minutes after the time appointed for the holding of any meeting of the members of the Committee, a quorum is not present, the meeting shall stand adjourned to the same time on the corresponding day of the next following week. Any member of the Committee who cannot attend any meeting of the Committee may appoint a proxy to attend and vote at the meeting in his place. The proxy shall be an officer or director of the Corporation represented by such member. To be effective, the proxy must be in writing and must state the office held by the proxy appointed to the board of directors of the condominium corporation.

#### **6.04 Term of Office**

Members of the Committee shall be appointed by their respective board for a term of two (2) years but may be removed before the expiration of their term by resolution of their appointing board. Any vacancy on the committee occurring as a result of the resignation by a member or the resolution of the appointing board shall be filled for the period of the unexpired term of the member who has resigned or who has been so removed by the board who had originally appointed such member.

#### **6.05 Officers**

At the first meeting of the Committee following the Transfer Date, the Committee shall elect from its members the following officers:

##### **(a) Chairman:**

The Chairman shall be chosen by a majority vote of the Committee, and shall be a member of the Committee. When present, the Chairman shall preside at all meetings of the members of the Committee and shall be charged with the general supervision of the business and affairs of the Committee;

##### **(b). Secretary:**

The Secretary shall give or cause to be given all notices required to be given to the members of the Committee and shall keep proper books and minutes of all proceedings at such meetings of the Committee and shall be the custodian of all books, papers, records, documents and other instruments belonging to the Committee;

##### **(c) Treasurer:**

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements pertaining to the Shared Facilities, and under the direction of the Committee shall control the deposit of money and the disbursement of

funds and shall render to the Committee whenever required of him, an accounting of all his transactions as Treasurer and the financial position of the Shared Facilities.

The Committee may elect from its members or a representative of the Property Manager such, other officers as it may deem advisable to assist the Committee in carrying out its function.

#### **6.06 Authority and Duties**

**(a) Authority:**

The Committee shall have full authority, power and responsibility over all matters relating to any of the Shared Facilities, and the Assets of the Committee used, shared and enjoyed by the condominium corporations and without limiting the generality of the foregoing, all exterior maintenance of any nature or kind of the Shared Facilities and the structures thereon

**(b) Duties:**

The functions and duties of the Committee shall be to maintain, replace, repair, inspect and operate the Shared Facilities including, and without restricting the generality of the foregoing shall include:

- (i) ensuring that Unit 23 including the grounds, landscaping, entrances, signage and recreational amenities thereof are maintained in first class condition;
- (ii) operating, managing, maintaining, servicing, repairing and replacing the Shared Facilities so as to minimize the interruption of service to any one of the parties to this Agreement;
- (iii) the hiring, management, direction and disciplining of all grounds maintenance personnel, landscaping and snow removal contractors, service and repairmen who may be engaged or employed by the Committee from time to time to carry out the functions of the Committee;
- (iv) representation of and liaison agent for all parties hereto with respect to any matters relating to Far Hills Club with respect to the Shared Facilities with any municipal or provincial or other authority (including but not limited to the Town of The Blue Mountains and the Ministry of Natural Resources), or with any other party having dealings with the condominium corporations in respect of the Shared Facilities;
- (v) promulgation and enforcement of rules and regulations relating to the use, enjoyment, management and maintenance of any of the Shared Facilities or any matters relating thereto;
- (vi) the preparation and furnishing to each condominium corporation in writing, not later than the first day of November in each year, the Shared Facilities Budget including an allocation for the Shared Facilities Reserve Fund for the following calendar year, setting forth by categories the Committee's best estimate of all expenses for the maintenance, repair and replacement of the Shared Facilities for the next calendar year;

- (vii) the preparation of an appraisal, from time to time, of all parts of the Shared Facilities and Assets of the Committee in order to determine the reserve requirements for major repair and replacement of the Shared Facilities and Assets of the Committee;
- (viii) arbitrating or otherwise dealing with all inter-party disputes, infractions of by-laws, rules and regulations and municipal or other ordinances and dealing with any complaints, questions or suggestions with respect to the Shared Facilities or any matters relating thereto;
- (ix) whenever, in the opinion of the Committee, any change from the expenditures forecast in the Budget makes it desirable to do so, to submit to each condominium corporation a supplementary budget covering the expenses of the maintenance and repair of the Shared Facilities for the, then remaining portion of the calendar year;
- (x) the deposit of monies received from each condominium corporation together with any other income and receipts in a separate trust account to be maintained by the Committee. All such monies shall thereafter be held in trust by the Committee and be used to:
  - (a) make payments of all accounts approved and incurred by or on behalf of the Committee;
  - (b) repair and maintain or cause to be repaired and maintained those parts of the Shared Facilities which require repair and maintenance;
  - (c) purchase appropriate equipment, chattels and materials that have been approved by the condominium corporations in accordance with this Agreement; and
  - (d) whenever a surplus arises, such surplus shall be applied as a credit on the next year's budget. The Committee shall inform each party of the credit and obligation of such party to contribute further monthly assessments which shall be adjusted accordingly.
- (xi) the keeping of accurate accounts of the financial transactions involved in the management of the Shared Facilities and in respect of any proper expenditures from the Shared Facilities Reserve Fund and to render to each of the parties hereto quarterly statements of income and expenditures with respect thereto and to keep such accounts open for inspection by any of the parties hereto at all reasonable times and to maintain such accounts. in accordance with generally accepted accounting principles;
- (xii) the opening and maintenance at a chartered bank or trust company, as the Committee may designate, of an account for the operation of the Shared Facilities including the designation by resolution of the Committee of such persons or officers of the Committee authorized to make, sign, draw, accept, endorse, negotiate, deposit or transfer any cheques, notes, drafts and orders relating to the said trust account;
- (xiii) the engagement of any professional services including the Property Manager of one of the Condominium Corporations, consultations, opinions, reports and advice with respect to the Shared Facilities in any matters relating thereto, provided that the appointment of an auditor to review the financial statements maintained by the

Committee shall be the same as the auditor reviewing the financial statements for one of the condominium corporations and that, failing agreement by the members of the Committee upon the appointment of such auditor, the auditor shall be the auditor for the Townhome Corporation;

**6.07 Substantial Change**

No substantial alteration, improvement or renovation or any substantial addition to the Shared Facilities or any Assets of the Committee, as contemplated under Section 97 of the Act, may be effected by the Committee or any Lessee, or any of its officers without the proper resolutions being passed by each Corporation in accordance with Section 97 of the Act. For the sake of clarity, this provision shall not be construed by any member of the Committee to delay or hinder the repair and replacement, both before and after damage, of any part of the Shared Facilities.

**6.08 Duty to Conform**

Each condominium corporation hereby covenants and agrees with the other parties hereto that it shall not amend its declaration, pass by-laws or rules governing the management, maintenance, repair and operation of the Shared Facilities which are in any manner whatsoever inconsistent with the terms and conditions of this Agreement. Each condominium corporation shall be under a further duty to pass only those rules and regulations respecting the management, maintenance and use of the Shared Facilities that are adopted and recommended to it by the Committee.

**6.09 Service Contracts**

All contracts for services, supplies and materials for or in connection with the Shared Facilities or any of them shall be executed by each of the parties hereto unless the parties have appointed, collectively, an attorney or agent for such purpose who may but need not be one or more officers of the Committee.

**6.10 Liability Insurance**

The members and officers of the Shared Facilities Committee and the Committee itself shall be insured against personal liability respecting errors and omissions arising from or in connection with the performance of their duties hereunder at the cost thereof borne by each of the parties hereto in accordance with its Proportionate Share or contribution toward the costs of maintaining the Shared Facilities, and the Committee shall be indemnified jointly and severally by each of the parties hereto. No compensation (save for out of pocket disbursements) shall be paid to members of the Committee.

**6.11 Overall Appearance of Far Hills Club**

Notwithstanding that the general maintenance and repair of the buildings in each condominium plan remains the responsibility and shall be determined by each condominium corporation, in order to preserve the general high standards and overall uniform appearance of Far Hills Club as a single, integrated condominium project, the condominium corporations agree with one another and with the Declarant that, in repainting or restaining the exterior parts of the buildings in Unit 23, no alteration shall be made to the original colour scheme of the Townhome Condominium without the approval of the aforementioned parties.

**ARTICLE 7**  
**PAYMENT, ASSESSMENT AND COLLECTION**  
**OF THE SHARED FACILITIES COSTS**

**7.01 Proportionate Share**

All expenses, charges and costs relating to the maintenance, repair, replacement and inspection of the Shared Facilities, including municipal taxes, shall be paid and any surplus allocated in accordance with each condominium corporation's Proportionate Share.

**7.02 Installment Payments**

Upon receipt of the Shared Facilities Budget for the next ensuing calendar year, each condominium corporation shall pay to the Committee in equal monthly installments on the first day of each and every month next following the delivery of such Budget, until such time as a revised or supplementary Budget shall have been delivered to each of the parties hereto, an amount equal to one twelfth (1/12) of its Proportionate Share or contribution of the total of such Budget. In the event that the Budget is increased or decreased from time to time by the Committee, the monthly payments required to be made by each of the parties hereto to the Committee shall be increased or decreased accordingly.

**7.03 Spending Limit**

Where the cost of repairs or work to be performed or the acquisition of equipment or chattels relating to the Shared Facilities does not, in the aggregate, exceed the Budget provision for that particular category, the Committee may proceed to carry out the repairs or have the work performed or purchase the appropriate equipment or chattels; otherwise, any contemplated expenditure in excess of the greater of Ten Thousand Dollars (\$10,000.00) or one per cent (1%) of the (then annual) Shared Facilities Budget for any one item shall require the prior approval of each of the Boards of Directors (as evidenced by resolutions thereof), of the parties hereto unless the nature of the repair or the work to be performed can be reasonably considered to be of an emergency nature, the failure of which would likely result in a hazardous situation causing personal injury, interruption of services or causing damage to the Shared Facilities or unless such expenditure is required in order to ensure that the parties hereto comply with the zoning by-law, the Development Agreement(s), and any governmental by-law, ordinance or regulation.

**7.04 Additional Assessment**

Subject always to the expenditures being authorized in accordance with this Agreement, any expenditures not contemplated in the Budget prepared by the Committee or any expenditures in excess of those expenses budgeted for by the Committee and for which the Committee shall not have sufficient funds, shall be paid by each of the parties hereto in accordance with its Proportionate Share or contribution. Such payment shall be made to the Committee within thirty (30) days after delivery by the Committee to each party hereto of a statement of such extraordinary expenditures and/or deficiency.

**7.05 The Shared Facilities Reserve Fund**

Each of the parties hereto, upon receiving a copy of the periodic appraisal for the Shared Facilities Reserve Fund and the budget including an allocation toward the Shared Facilities Reserve Fund, shall include in their respective Budgets for their Proportionate Share or contribution hereunder an amount that, calculated on the basis of the expected major repair and replacement cost and life expectancy of things comprising the Shared Facilities and the assets of the Committee are reasonably expected to provide sufficient funds for the expected, major repair and replacement of the Shared Facilities and Assets of the Committee. The parties

hereto shall collectively open and maintain at a chartered bank or trust company an account designated as the "Shared Facilities Reserve Fund Account" and shall designate by resolution of the respective Boards such persons or officers of the Committee authorized to make, assign, draw, accept, endorse, negotiate, deposit or transfer any cheques, notes, drafts and orders relating to said trust account.

## **7.06 Lien Provision**

### **7.06.1 The Lien**

In the event that either of the condominium corporations who are parties hereto (the "Defaulting Party") shall be in default in payment to the Committee or the remaining condominium, (the "Creditor Party" or the "Creditor Parties") of any monies which the Defaulting Party is obliged to pay pursuant to this Agreement, the Creditor Party shall in addition to any rights of subrogation which the Creditor Party may have by operation of law, the Creditor Party (unless otherwise specifically provided herein) shall have a lien, to secure the payment of such sum of money together with all costs and interest thereon as stipulated in *Article 7.6.5* hereof against the common elements of the Defaulting Party. Such lien shall arise immediately upon the giving of notice (the "Notice") by the Creditor Party to the Defaulting Party demanding payment and asserting the said lien against the Common Elements of the Defaulting Party. From and after the date upon which such lien arises, the Creditor Party shall be entitled to file a notice of such lien in the appropriate Land Titles Office, or such other notice as may be permitted by such legislation that may be applicable to the title of the Defaulting Party to its Common Elements.

### **7.06.2 Enforcement of Lien**

If a lien should arise pursuant to Article 7.06.1 hereof, such lien shall be enforceable in addition to the remedies otherwise available in law or at equity in the following manner:-

- (a) by enforcement in the same manner as a mortgage in default, and/ or
- (b) if the default giving rise to the lien is not cured within sixty (60) days of the Notice to the Defaulting Party, by suspension of all of the Defaulting Parties rights under this Agreement (including the use of the Shared Facilities) until the default is cured.

### **7.06.3 Liens Survive Termination**

Notwithstanding any termination of this Agreement, any lien which shall have arisen pursuant to Article 7.6.1 hereof, and prior to such termination shall remain in full force and effect until the amount secured thereby shall be paid in full, to the Creditor Party, together with the costs and interest provided for in *Article 7.06.5 hereof*.

### **7.06.4 Liens Survive Conveyance**

No transfer or other divestiture of title shall in any way affect or diminish any lien arising pursuant to Article 7.06.1, and any lien which would have arisen pursuant to Article 7.06.1 had there been no transfer or other divestiture of title shall not be defeated or otherwise diminished or affected by reason of such transfer or divestiture of title.

### **7.06.5 Interest and Costs**

In each instance when a Party shall be obligated to pay any sum of money to another Party hereunder, interest shall accrue thereon and be payable hereunder at a rate per annum of *eight percent (8 %) above Prime Rate* from the date that such sum became due, calculated and compounded monthly, not in advance. If

any legal action, demand or proceeding is brought, instituted or taken by a party, of if a party shall cure a default of another party, the Defaulting Party shall pay to the Creditor Party all expenses incurred therefore, including a solicitor's fee (on a solicitor and his own client basis) unless a court shall order otherwise.

#### **7.06.6 Mortgagee's Right to Assignment of Lien**

Any party having a lien pursuant to Article 7.06.1 shall have the right to assign such lien to a mortgagee upon payment by the mortgagee of the amount secured by such lien and the right (and obligation) to give a discharge thereof upon payment of the amount of the lien.

#### **7.06.7 Lien Encumbrance against Unit**

For the purposes of Sections 122 through 128 (inclusive) of the Condominium Act, a lien against either of the condominiums which are a party hereto, shall be deemed to be an encumbrance against each unit within that condominium and its appurtenant common interest therein

#### **7.06.8 Subordination**

Each of the condominium corporation parties hereto do hereby respectively postpone and subordinate their liens pursuant to Article 7.06.1 to all mortgages encumbrances or other bona fide liens or charges of the Project or any part or parts thereof now in existence or which may hereafter come into existence in the future without the requirement of notice. Each of the parties covenants and agrees to execute, within ten (10) days after request therefore, such postponement and subordination agreements as may be reasonably required by the other parties to evidence the foregoing: provided that the reasonable expenses in connection therewith shall be borne by the party requesting such agreements

### **ARTICLE 8 INSURANCE**

#### **8.01 Minimum Coverage**

Each of the parties hereto shall obtain and maintain public liability insurance with respect to incidents or occurrences upon or within Unit 23, providing a minimum coverage of Two Million Dollars (\$2,000,000) per occurrence, together with fire and major perils insurance sufficient to cover one hundred per cent (100%) of the repair and/or replacement costs of all property contained within the Shared Facilities. In addition, the Committee shall obtain and maintain property damage and public liability insurance with respect to the operation, maintenance and repair of the Pier.

#### **8.02 Insurance Trust Agreement**

Each condominium corporation agrees that following execution of this Agreement they shall with respect to the Shared Facilities either:-

- (a) both decline to enter into an insurance trust agreement, in which case the insurer for the Shared Facilities shall in the event of substantial damage to the Shared Facilities, be directed to pay out insurance proceeds directly to the Condominiums in trust, in accordance with their respective Proportionate Interests. Alternatively, in the event that the damage is minor, the insurer shall pay the insurance proceeds to the Shared Facilities Committee to be held in trust by the Committee to be used to restore or repair the Shared Facilities, or to be paid to the respective condominiums in their Proportionate Interests if both condominiums by bylaw agree not to rebuild or repair the Shared Facilities or

- (b) both enter into separate but similar insurance trust agreements with the same trustee, who shall be a qualified person or firm and such insurance trust agreement shall be in similar format to the insurance trust agreement originally entered into by one of the condominium corporations. Each of said condominium corporations shall give copies of their respective insurance trust agreements, as executed, to one another and to the Committee as soon as practicable after they have been entered into, acknowledging that the Corporations may choose to enter together into a single insurance trust agreement with the insurance trustee.

The Boards of Directors of each condominium hereto shall choose either option (a) or (b) above, as evidenced by a resolution passed by both Boards of Directors. In the event that one Board should choose to enter into an insurance trust agreement and one Board shall choose not to enter into such an agreement then the Parties shall be deemed to have chosen to enter into an insurance trust agreement and both condominiums shall proceed to execute the same.

#### **8.03 Proceeds of Insurance**

The parties hereto acknowledge that, provided that they have entered into an insurance trust agreement in accordance with Article 8.02(b) hereof, they shall each be entitled to share, in accordance with their Proportionate Share and contribution, any insurance proceeds paid under their respective insurance trust agreements or policy which proceeds shall be payable directly and jointly to them in respect of the Shared Facilities and to have their respective representatives execute the certificates required to be deposited with the insurance trustee as a prerequisite for such insurance proceeds to be payable in respect of damage to the Shared Facilities. The condominium corporations covenant and agree with one another to comply with the respective provisions of their insurance trust agreements to this effect, as they pertain to the Shared Facilities.

#### **8.04 Uninsured Loss or Damage**

In the event damage occurs to any part of the Shared Facilities caused by any accident or mishap of any other part of the Condominium and/or which is not covered by any policy of insurance whether prescribed or not in this Agreement and which is not caused by the willful act or negligence of any parties to this Agreement, such damage shall be borne by the parties hereto in the same proportion as those parties are then liable pursuant hereto, to pay for the operation, maintenance, repair, replacement and inspection of that part of the Shared Facilities either damaged or causing such accident or mishap as the case may be.

#### **8.05 Prior to the Transfer Date**

Prior to the Transfer Date, wherever in this *Article 8* there is reference to the Committee, the Declarant shall be substituted therefore.

### **ARTICLE 9 SELF HELP REMEDY**

#### **9.01 Enforcement of Remedy**

In the event that any party to this Agreement (the "defaulting party") fails to perform any of its obligations under this Agreement, and any one or more of the other parties or the Committee (collectively or individually referred to as the "requesting party") may provide the defaulting party with written notice requesting it to perform its obligations and if the required obligation to be

performed is not commenced within seventy-two (72) hours of such notice being delivered (or such earlier period of time in the case of an emergency and/or interruption of services) and is not diligently continued after the giving of such notice, the requesting party shall be entitled to perform the obligation of the defaulting party, including without restricting the generality of the foregoing, the payment of any cost of expense required to be made by the defaulting party pursuant to this Agreement, including the performance of the required repair or replacement work in the hiring of contractors, and such requesting party shall be allowed entry on to the defaulting party's lands to achieve this purpose. The defaulting party agrees to pay directly to the requesting party any cost or expense actually paid or incurred by the requesting party in performing the obligations of the defaulting party pursuant to this Agreement and any such cost or expense shall bear interest at the same rate as is provided for in *Article 7.06.5* of this Agreement with respect to non-payment by any defaulting party of its Proportionate Share or contribution of the cost of maintaining the Shared Facilities.

## **9.2 Force Majeure**

Whenever and to the extent any party hereto is prevented, hindered or delayed in the fulfillment of any obligation hereunder, or in the doing of any work or the making of any repairs or replacements by reason of force majeure, that party's liability to perform such obligation shall be postponed, and it shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist.

## **ARTICLE 10 CERTIFICATE OF COMPLIANCE**

### **10.1 Requesting a Certificate**

Each of the parties hereto agrees, at any time and from time to time during the currency of this Agreement, within Ten (10) days after written request, and the payment of a fee not in excess of One Hundred (\$100.00) Dollars, by any other party to this Agreement (the "Requesting Party") to execute, acknowledge and deliver to the Requesting Party, a certificate stating:

- (a) Whether this Agreement has been modified and if so, the nature of such modifications and confirming that it is in full force and effect.
- (b) Any existing default by any of the parties to this Agreement to its knowledge, and specifying the nature and extent thereof and in particular, whether each party has paid its proportionate allocated amount of costs or expenses it is required to pay hereunder, including whether any of the parties claims a lien or charge pursuant to the provisions of Article 7.06 hereof.

## **ARTICLE 11 TERMINATION**

### **11.01 Consent**

This Shared Facilities Agreement cannot be terminated other than by the consent of the parties hereto or, in part, in accordance with Article 12 hereof. Except as may otherwise agreed upon, and as set forth in Article 10 hereof, if this Agreement is terminated, the easements hereby granted shall remain in full force and effect regardless of whether the land and/or parcel is in a form similar to that which existed on the date that this Agreement or any counterpart Agreement came into effect.

#### **11.02 Outstanding Obligations**

Notwithstanding the termination of this Agreement, if at the time of such termination, any party shall be obliged to pay any sum of money pursuant to the provisions hereof, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon, shall be paid, and any lien securing the payment of such sum of money shall, as provided in Article 7.6 hereof remain in full force and effect and continue to secure the payment of any interest which shall accrue thereon.

#### **11.03 Condominium Corporations**

Notwithstanding the termination pursuant to the Act of any of the condominium corporations, the remaining condominium corporation, acknowledges that their interest in the Shared Facilities will continue after such termination to be bound by the provisions of this Agreement, and that they will execute such further assurances as may be required to give effect to this Article 11.3.

### **ARTICLE 12 POSSIBLE AMALGAMATION AND ADDITION OF CONDOMINIUM CORPORATIONS**

#### **12.01 Amalgamation**

The parties hereto acknowledge that Far Hills Club is a phased condominium project consisting of two separately registered condominium plans and that there is a possibility

of an amalgamation between the two condominium corporations into a single condominium plan which would include all or some portions of the Shared Facilities.

Accordingly, the condominium corporations may determine that such proposed amalgamation would be of significant and mutual benefit to all present and future unit owners in Far Hills Club particularly in the administration, management, control and use of the Shared Facilities and could result in a reduction of the costs of administration of the Shared Facilities by each condominium corporation. In the event that the such amalgamation is permitted, and the requisite vote and support of the unit owners in each (such) condominium corporation is obtained, and the amalgamation of the two condominium corporations within Far Hills Club into a single condominium plan is effected, then this Agreement and all rights and obligations hereunder, may be terminated and, in such event, each party to the Agreement shall jointly execute a release in registerable form in order to release this Agreement from the registered title to the lands of each party hereto.

### **ARTICLE 13 MEDIATION AND ARBITRATION**

#### **13.01 Binding Effect**

In the event of any dispute between the parties hereto with respect to this Agreement or any matters arising therefrom or pertaining thereto, and such matter cannot be resolved among or between any of the parties hereto, the matter in dispute, in accordance with Section 132 of the of the Condominium Act, the matter shall be mediated in accordance with the rules of procedure for the conduct of mediation *attached hereto as Schedule "C"*. Following the conducting of an unsuccessful mediation pursuant to *Schedule "C"* hereof, upon notice by one party to the other(s) stipulating that it requires the matter to be submitted to arbitration, the matter shall be submitted to arbitration and the

decision of the arbitrator shall be binding upon the parties hereto, and upon submitting such matter to arbitration, no legal recourse shall be exercised by any party hereto.

**13.02 Appointment of Arbitrator**

In the event the parties to such dispute are unable to agree upon a single arbitrator each party to the dispute shall appoint one arbitrator within seven (7) days of notice by another party requiring submission of the dispute to arbitration. The arbitrator so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator. If any party neglects or refuses to name its arbitrator within seven (7) days of being requested to do so by any other party or parties or to proceed with the arbitration, the arbitrator named by any other party or parties shall proceed and settle the dispute and his decision shall be final.

**13.03 The Arbitration Act**

The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*.

**13.04 Costs**

The costs of any arbitration shall be borne equally by the parties thereto.

**ARTICLE 14  
BINDING EFFECT OF AGREEMENT**

**14.01 Provisions Run With the Land**

The provisions of this Agreement are intended to run with the land benefited and burdened thereby, specifically the units and common elements comprising the condominium corporations and the lands comprising the Undeveloped Lands as of the date of execution of this Agreement, and shall be binding upon and enure to the benefit of the respective successors in title thereof.

**14.02 Effective Date of Agreement**

It is intended that notwithstanding the actual date of execution of this Agreement by the parties hereto, this Agreement, and its terms and provisions, shall take effect from the date of registration of the declaration of the of the first of the condominium corporations, which are a party hereto, to be registered, which shall constitute the effective date of this Agreement.

**14.03 Termination of Liability of the Declarant**

Notwithstanding anything provided in this Agreement to the contrary, as and when each of the condominium corporations executes this Agreement, the Declarant shall be automatically released and discharged from its obligations and liabilities hereunder to the extent that such liabilities and obligations have been assumed by each of the condominium corporations, and upon completion of the transfer of ownership of the Shared Facilities, the Declarant shall be automatically released and forever discharged of and from any and all further liabilities and obligations under or pursuant to this Agreement.

**14.04 Parties**

Notwithstanding anything provided in this Agreement to the contrary, it is clearly understood and agreed by the parties hereto that:

- (a) any reference to any corporation in this Agreement shall include, where required by the context, the corporation and its workmen, servants or agents, and shall specifically include where required by the context the unit owners that are members thereof, and their respective family members, tenants, licensees, guests and invitees; and
- (b) any reference to the Declarant in this Agreement shall mean the successor Declarant, its successors and assigns, together with their respective officers, directors, workmen, servants, or agents, and shall where the context permits, specifically include the condominium corporations. to be created by the registration of a declaration and description under the Act within Far Hills Club together with the unit purchasers and owners thereof and their respective family members, tenants, licensees, guests and invitees.

#### **14.05 Transfer of Interest by The Declarant**

In the event the Declarant sells or otherwise disposes of its interest in the Undeveloped Lands except by way of a sale of one or more units and their appurtenant common interest to a purchaser, the Declarant shall, prior to the completion of such sale or disposition, require such purchaser to enter into and be bound by the terms and conditions of this Agreement as if the purchaser were the Declarant, and the Declarant shall deliver an executed copy of the new Agreement to each of the parties hereto. Notwithstanding anything provided in this Agreement to the contrary, when such purchaser so executes the new Agreement, the Declarant shall be automatically released and discharged from its obligations and liabilities hereunder to the extent that such liabilities and obligations have been assumed by such purchaser.

### **ARTICLE 15 NOTICE**

#### **15.01 Notice**

Any notice, document or other communication required or permitted by law or this Agreement to be given, delivered or served upon the parties hereto shall be sufficiently given, delivered or served if given personally to an officer of the Committee, the Declarant or a partner of the Trustee or sent by telefax or fax (where the intended party is equipped to receive such form of telecommunication) or by prepaid courier or registered mail:

- (a) in the case of the condominium corporations, or to the Shared Facilities Committee,

E & H Property Management  
200 Bruce Street  
Thornbury, Ontario N0H 2P0  
Attn. Cindy Gretton

Telefax: (519) 599-3585

- (b) in the case of the Declarant,

Far Hills Club.  
Siljon Investments Inc.  
241 Applewood Crescent  
Unit 9  
Concord, Ontario  
L4K 4E6  
Attn. Mr. John D'Angelo

Telefax: (905) 660-1343

#### **15.02 Change of Address**

Any party may by notice given in accordance with this section change its address for the purposes of this Agreement.

#### **15.03 Receipt of Notice**

Any notice, document or communication shall be deemed (in the absence of evidence of prior receipt) to have been received by the intended recipient the same day if personally served, the next business day if sent by telefax or fax, and on the third business day next following where sent by prepaid courier or registered mail.

### **ARTICLE 16 GENERAL**

#### **16.01 Planning Act**

This Agreement is subject to compliance with the *Planning Act* of Ontario.

#### **16.02 Amendments**

This Agreement shall not be modified or amended except by instrument in writing of equal formality herewith, signed by the parties hereto or by their respective successors and assigns. The parties hereto hereby consent to the registration on the title to their lands of this Agreement or any modification or amendment to this Agreement.

#### **16.03 Readings**

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

#### **16.04 Nomenclature**

This Agreement shall be read and construed as the number and gender of the party and parties referred to in each case requires, and as may otherwise be required by the context.

#### **16.05 Severability**

If any clause or section of this Agreement shall be determined by a Court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from this Agreement, and the remaining provisions thereof shall remain in full force and effect, and shall be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.

#### **16.06 Binding Nature**

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns.

#### **16.07 Time**

Time shall be of the essence of this Agreement and of the obligations of the parties hereto.

**16.08 Counterpart Agreements**

This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals, duly attested by their respective proper signing officers authorized in that behalf.

Grey Standard Condominium Plan No. 82  
Per:

\_\_\_\_\_  
John D'Angelo, President  
I have authority to bind the Corporation.

Grey Standard Condominium Plan No. 83  
Per:

\_\_\_\_\_  
John D'Angelo, President  
I have authority to bind the Corporation.

SILJON INVESTMENTS INC.  
Per:

\_\_\_\_\_  
John D'Angelo, President  
I have the authority to bind the Corporation.

**SCHEDULE "A-1"**

**LEGAL DESCRIPTION  
TOWNHOMES CONDOMINIUM**

**Part of Pin 37132-0005 (LT)**, being Part of Park Lot 12, Northeast of Alfred Street and Part of Park Lots 11 and 12, Southwest of Alice Street Townplot of Thornbury (Geographic Town of Thornbury) Town of the Blue Mountains, County of Grey, designated as **Parts 1 to 3 inclusive, Plan 16R-9321** hereinafter referred to as the "**Condominium Lands**".

**SUBJECT TO** an easement in favour of **Bell Canada** (and its successors and assigns) over all of the "**Condominium Lands**", as in instrument LT201.

**SUBJECT TO** an easement in favour of **Rogers Cable Communications Inc.** (and its successors and assigns) over all of the "**Condominium Lands**", as in instrument LT219.

**SUBJECT TO** an easement in favour of **Union Gas Limited** (and its successors and assigns) over all of the "**Condominium Lands**", as in instrument LT220.

**SUBJECT TO** an easement in favour of **Collus Power Corp.** (and its successors and assigns) over all of the "**Condominium Lands**", as in instrument LT257.

**SUBJECT TO** an easement in favour of **The Corporation of The Town of The Blue Mountains** (and its successors and assigns) over all of the "**Condominium Lands**", as in instrument GY12719.

**RESERVING** an easement in favour of the lands described as Part of Park Lots 11 and 12, Southwest of Alice Street Townplot of Thornbury, designated as **Parts 4, 5 & 6, Plan 16R-9321** (the dominant tenement) the free, uninterrupted and unobstructed right of way and easement for the purpose of pedestrian and vehicular access to and from the dominant tenement, utility and common services, including, but not limited to, water, sanitary sewers, cable television, electric power, telephone and telecommunication lines and gas services over, along, upon, and under that portion of the **Condominium Lands** designated as **all of The Common Elements of the "Condominium Lands"**.

In my opinion based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the Declarant is the registered owner of the property and appurtenant interests.

The following is a legal description of the servient lands:

In the Town of The Blue Mountains, in the County of Grey, being composed of **Part of Pin 37132-0005 (LT)**, being Part of Park Lots 11 and 12, Southwest of Alice Street, Townplot of Thornbury, designated as **Parts 4, 5 & 6, Plan 16R-9321**

**SCHEDULE "A-2"**

**LEGAL DESCRIPTION  
LODGES CONDOMINIUM**

**Part of Pin 37136-0007 (LT)**, being Part of Park Lot 11, Northeast of Alfred Street, Townplot of Thornbury (Geographic Town of Thornbury) Town of the Blue Mountains, County of Grey, designated as **Parts 15 to 17 inclusive, Plan 16R-9321** hereinafter referred to as the **"Condominium Lands"**.

**SUBJECT TO** an easement in favour of **Bell Canada** (and its successors and assigns) over all of the **"Condominium Lands"**, as in instrument LT200.

**SUBJECT TO** an easement in favour of **Rogers Cable Communications Inc.** (and its successors and assigns) over all of the **"Condominium Lands"**, as in instrument LT221.

**SUBJECT TO** an easement in favour of **Union Gas Limited** (and its successors and assigns) over all of the **"Condominium Lands"**, as in instrument LT222.

**SUBJECT TO** an easement in favour of **Collus Power Corp.** (and its successors and assigns) over all of the **"Condominium Lands"**, as in instrument LT256.

**SUBJECT TO** an easement in favour of **The Corporation of The Town of The Blue Mountains** (and its successors and assigns) over all of the **"Condominium Lands"**, as in instrument GY12719.

**RESERVING** an easement in favour of the lands described as Part of Park Lot 11, Northeast of Alfred Street, Townplot of Thornbury, designated as Part 18, Plan 16R-9321 (the dominant tenement) the free, uninterrupted and unobstructed right of way and easement for the purpose of pedestrian and vehicular access to and from the dominant tenement, utility and common services, including, but not limited to, water, sanitary sewers, cable television, electric power, telephone and telecommunication lines and gas services over, along, upon, and under that portion of the **Condominium Lands** designated as **all of The Common Elements of the "Condominium Lands"**.

In my opinion based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the Declarant is the registered owner of the property and appurtenant interests.

The following is a legal description of the servient lands:

In the Town of The Blue Mountains, in the County of Grey, being composed of **Part of Pin 37136-0007(LT)**, being Part of Park Lot 11, Northeast of Alfred Street, Townplot of Thornbury, designated as **Part 18, Plan 16R-9321**.

ALAMEDA STREET

LANSDOWN STREET

BEAVER STREET

CONDOMINIUM

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PHASE 2

PLAT 1

PLAT 2

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## SCHEDULE "C"

### ARTICLE 1- PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the parties to the dispute shall meet on at least one occasion, and, shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

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

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

### ARTICLE 2 - MEDIATION

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

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

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the appointment of a mediator shall be conducted by any one of the founding members or by the executive director of the Condominium Dispute Resolution Centre (the "CDRC") whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

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

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

#### **Party Confidentiality:**

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

proceeding.

**Pre-mediation information:**

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

**Authority to Settle:**

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

**Mediator Confidentiality:**

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

**Legal Representation:**

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

**Right to Withdraw:**

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

**Costs of the Mediation:**

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

**Settlement:**

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

**Notice and Report:**

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

GREY STANDARD CONDOMINIUM CORPORATION NO. 83

Town of The Blue Mountains

By-Law Number 4 of GSCC 83

Be it enacted as a By-Law of Grey Standard Condominium Corporation No. 83 (hereinafter referred to as the "Corporation") as follows:

That Article VI – Board of Directors, Section 6.2 of By-law No. 1 be repealed and replaced with the following:

6.2 Number of Directors and Quorum:

The number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the Board remains in office.

After the passage of this by-law, the current Board of Directors will appoint, as directed by the owners at the annual general meeting, two directors. The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect a five member board of directors, two (2) directors shall be elected to hold office for a term of three (3) years; two (2) directors shall be elected to hold office for a term of two (2) years; one (1) director shall be elected to hold office for a term of one (1) year. At each following annual general meeting, directors, whose terms have expired will be elected for a three (3) year term.

Enacted as a by-law of the Corporation this 20 day of February, 2014.

GREY STANDARD CONDOMINIUM CORPORATION NO. 83

Per:

Elizabeth Wright  
Name: Elizabeth Wright  
Title: Secretary/Treasurer  
I have the authority to bind the Corporation

C. H. Hall  
Name: Trevor Mark Henderson  
Title: President  
I have the authority to bind the Corporation.

the 1990s, the number of people in the world who are undernourished has increased from 600 million to 800 million (FAO 1996).

There is a growing awareness of the need to improve the nutritional status of the world's population. The United Nations World Food Programme (WFP) has been instrumental in the development of the *World Food Summit Declaration* (1996), which states that 'the world must ensure that all people have access to sufficient food for a healthy and active life'. The *World Food Summit Declaration* also states that 'the world must ensure that all people have access to sufficient food for a healthy and active life'.

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**GREY STANDARD CONDOMINIUM CORPORATION NO. 83**

**TOWN OF THE BLUE MOUNTAINS**

**BY-LAW NUMBER 5**

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**DEDUCTIBLE RESPONSIBILITIES**

AND WHEREAS pursuant to Section 105(3) of the *Condominium Act*, S.O. 1998, c.19 (the "Act"), the Corporation is allowed to pass a by-law to extend the circumstances under which the amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation may be added to the common expenses payable for an owner's unit.

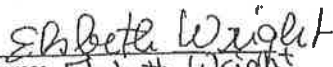
**BE IT ENACTED** as follows:

1. Where damage results to an owner's unit, another unit or units and/or the common elements where the cause of damage originates from the owner's unit (whether or not there has been negligence or an act or omission by the owner, the owner's guests, agents, occupants or lessees of the unit) then the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be the responsibility of the owner of the unit, and shall be collected in accordance with paragraph two (2) herein;
2. Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner with respect to his or her unit and shall be collectable as such, including by way of condominium lien.

The foregoing by-law is hereby passed by directors and confirmed by a majority of the owners pursuant to the Act, this

**GREY STANDARD CONDOMINIUM  
CORPORATION NO. 83**

Per:

  
Name: Elsbeth Wright  
Title: Secretary

I have authority to bind the Corporation.



# **GREY STANDARD CONDOMINIUM CORPORATION No. 83**

## **TOWN OF THE BLUE MOUNTAINS**

### **BY-LAW NUMBER 6 OF GSCC 83**

#### **STANDARD UNIT BY-LAW**

Be it enacted as a By-law of Grey Standard Condominium Corporation No.83 (hereinafter referred to as the "Corporation") as follows:

The Corporation hereby adopts the following Standard Unit definition pursuant to the provisions of Section 56(1)(h) of The Condominium Act, 1998.

The Standard Unit definition in GSCC 83, shall include "Builder's Standard" replacement of only (to the extent that the same are within the unit boundaries):

The corporation was built in two phases. The first phase, has improved and generally a higher standard of finishes that were standard to the unit. The second phase has a builder grade standard as described. Distinctions are completed within this bylaw for insurance purposes. A listing of the unit numbers which are within each phase are attached as Schedule A.

#### **FOR BOTH PHASES**

##### **GENERAL**

- Finished drywalls (including taping and sanding), including partition walls, and finished drywall ceilings with 2 coats (primer plus 1 finished coat) flat paint, one colour throughout, semi-gloss for kitchen, bathrooms and trim.
- Wooden insulated entry doors with weather stripping and handle lock set.
- Cold air returns in main living areas.
- Ceiling exhaust fan in each finished bathroom, ducted to exterior.
- Dryer vent ducted to exterior.
- ¼ inch wood underlay sub floor under – ¾ inch plywood (spruce) under carpet.
- All electrical, plumbing, gas and structural installations must be inspected and approved by the governing regulatory bodies.
- Builder's Standard energy-efficient windows vinyl clad, with insect screens on opening units.
- Weather-stripping on all exterior opening doors.

- Builder's Standard thermal vinyl sliding glass patio doors complete with insect screens, plans may show single or double French doors to rear.
- All existing non-combustible glass fibre batt insulation (R32 in ceilings, R12 in perimeter walls) and poly-vapour barriers.

### ELECTRICAL AND LIGHTING

- 220-volt outlets for stove and clothes dryer.
- Smoke detector on each floor, hard-wired, battery back-up KiddP1275CA), also located in the unit as per regulations are carbon monoxide detectors.
- Heavy-duty copper wiring.
- Two telephone rough-ins and two cable television rough-ins.
- All installations required for the provision of electrical supply, including 100-amp panel complete with main breaker and distribution circuit breakers as required.
- Heavy duty wiring and receptacles for kitchen range and laundry/utility room washer and dryer.
- Electrical outlets for refrigerator and dishwasher.
- Split receptacles in kitchen (above countertop) as required by code.
- One GFI protected outlet above countertop in bathrooms.
- White toggle switches and receptacles throughout.
- All areas contain light fixtures as required by code.
- Receptacles throughout to code requirements.
- One switched outlet in living room and each bedroom.

### PLUMBING

- All installations required to provide complete water supply to all kitchen, bathroom and laundry/utility room fixtures, complete with all sewage, waste and venting required.
- Water supply to be soldered copper throughout.
- Clothes washer water shut-off taps.

### HEATING

- All installations required for the provision of furnaces, with ducts throughout.

## **KITCHEN**

- Kitchen exhaust fan ducted to exterior, covered to match the kitchen cupboards.
- Double stainless steel kitchen sink.
- Note – kitchen countertops are excluded from the Standard Definition. Owners should insure under their own policies.
- Pot lights throughout the kitchen, living room (main floor area)

## **BATHROOMS**

- Jacuzzi tub surrounded with tile in master bedroom
- 10 x 8 porcelain tile in shower
- Ceiling exhaust fan.
- Builder's Standard white coloured 5' tub/shower unit with single lever pressure balanced faucet, American Standard 6 x 6 or 6 x 8 vinyl surround, showerhead and shower curtain rod (in main bathroom upper floor)
- Builder's Standard white coloured toilet.
- Master bedroom has a separate vinyl shower enclosure
- Builder's Standard white coloured oval sink with single knob faucets c/w pop-ups.
- Builder's Standard vanity size mirrors.

## **PHASED DIFFERENCES**

### **PHASE I**

The following items, along with the general notes above, are a description of the standards within these units.

- All baseboards throughout the unit are an MDF product 5 inches in height.
- All trim throughout the unit is 3 inches in height.
- All wood flooring throughout the unit
- Some units have wood flooring throughout, others have upgraded Berber carpet in the bedrooms.
- Wire shelving units in closets
- Lever handles throughout in bronzed nickel.
- Kitchen cupboards are a shaker style, upgraded wood cabinets with nickel hardware, glass tiled backsplash
- Kitchen hood is wood matching the kitchen cabinets.
- Upgraded kitchen island pendant lights
- All shelving in closets are wired shelving units
- Granite countertops throughout kitchen, kitchen island and all vanities

- Under mounted sinks in the bathroom vanities
- Builder's Standard white coloured oval under mounted sinks with single knob faucets c/w pop-ups.
- Upgraded toilet-paper holders, soap dishes and towel rod holders.
- Builder's Standard shaker style vanity cabinet including granite countertop with
- Builder's Standard vanity size mirrors, with upgraded lighting fixture above.

## PHASE 2

- Main floor – flooring – with the exception of the entrance, kitchen and powder room, these being 12 " x 12" porcelain tile, the living room and dining room being Builder's Standard quality broadloom and under pad throughout,
- Round brass door knobs on all interior doors and closets
- Baseboards throughout 5 inch
- Trim throughout 3 inch
- Builder grade light fixture in dining room
- Builder grade pendant light over the kitchen island.
- Laminate countertops in kitchen and in bathroom vanities, with American Standard sinks, single lever
- Builder grade, shaker style kitchen cabinets
- Clothes closets complete with shelf and rod
- Builder's Standard white coloured oval sink with single knob faucets c/w pop-ups.
- Builder's Standard toilet-paper holders, soap dishes and towel rod holders.
- Builder's Standard shaker style vanity cabinet including laminate countertop with backsplash.
- Builder's Standard vanity size mirrors, with 4 foot wall mounted stage-lighting fixture above.

## GENERAL COMMENTS

Anything within the boundaries of a unit which is upgraded beyond builder grade must be insured by the homeowner.

If any component of a unit must be "upgraded" to comply with applicable government or authority regulation or code while being repaired or replaced on account of insurable damage or destruction, said upgrade or change shall be considered part of the standard unit despite not being clearly defined as part of the standard unit.

For the purposes of this document, "Builder's Standard" shall be determined by the Corporation's insurance adjuster and shall be binding on the Corporation and all its owners and mortgagees.

In case of a major loss, the insurers will rely on the original as built architectural drawings for wall placement and for direction to restore the unit to its original structure.

The foregoing by-law is hereby passed by directors and confirmed by a majority of the owners pursuant to the Act, this

GREY STANDARD CONDOMINIUM  
CORPORATION NO. 83

Per:

Ebbelle Wright

Name:

Title:

I have authority to bind the Corporation.

**Properties****PIN** 37883 - 0001 LT**Description** UNIT 1, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 101  
27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0002 LT**Description** UNIT 2, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 102  
27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0003 LT**Description** UNIT 3, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 103  
27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0004 LT**Description** UNIT 4, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 104  
27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0005 LT**Description** UNIT 5, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 105  
27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0006 LT**Description** UNIT 6, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 106  
27 BEAVER STREET SOUTH  
THORNBURY

**Properties****PIN** 37883 - 0007 LT**Description** UNIT 7, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 107  
27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0008 LT**Description** UNIT 8, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 108  
27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0009 LT**Description** UNIT 1, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 109  
27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0010 LT**Description** UNIT 2, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0011 LT**Description** UNIT 3, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0012 LT**Description** UNIT 4, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** THORNBURY**PIN** 37883 - 0013 LT**Description** UNIT 5, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 205 UNIT  
27 BEAVER STREET  
THORNBURY

**Properties****PIN** 37883 - 0014 LT**Description** UNIT 6, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** THORNBURY**PIN** 37883 - 0015 LT**Description** UNIT 7, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 207  
27 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0016 LT**Description** UNIT 8, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** THORNBURY**PIN** 37883 - 0017 LT**Description** UNIT 1, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** 301  
27 BEAVER STREET  
THORNBURY**PIN** 37883 - 0018 LT**Description** UNIT 2, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** THORNBURY**PIN** 37883 - 0019 LT**Description** UNIT 3, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** THORNBURY**PIN** 37883 - 0020 LT**Description** UNIT 4, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS**Address** THORNBURY

**Properties**

**PIN** 37883 - 0021 LT  
**Description** UNIT 5, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS  
**Address** 305 UNIT  
27 BEAVER STREET  
THORNBURY

**PIN** 37883 - 0022 LT  
**Description** UNIT 6, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS  
**Address** THORNBURY

**PIN** 37883 - 0023 LT  
**Description** UNIT 7, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS  
**Address** 307  
27 BEAVER STREET SOUTH  
THORNBURY

**PIN** 37883 - 0024 LT  
**Description** UNIT 8, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT PARK LT 11 N/E ALFRED ST PL THORNBURY, PTS 15,16,17 16R9321; S/T LT200; S/T LT221; S/T LT222; S/T LT256; S/T EASEMENT IN GROSS AS IN GY12719; S/T AS SET OUT IN SCHEDULE'A' OF DECLARATION GY13774; THE BLUE MOUNTAINS  
**Address** THORNBURY

**PIN** 37883 - 0025 LT  
**Description** UNIT 9, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS  
**Address** 108 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY

**PIN** 37883 - 0026 LT  
**Description** UNIT 10, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS  
**Address** 107 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY

**PIN** 37883 - 0027 LT  
**Description** UNIT 11, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS  
**Address** 106 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY

**PIN** 37883 - 0028 LT  
**Description** UNIT 12, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS  
**Address** 105 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY

**Properties****PIN** 37883 - 0029 LT**Description** UNIT 13, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 101 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0030 LT**Description** UNIT 14, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 102 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0031 LT**Description** UNIT 15, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 103 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0032 LT**Description** UNIT 16, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 104 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0033 LT**Description** UNIT 9, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 208 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0034 LT**Description** UNIT 10, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 207 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0035 LT**Description** UNIT 11, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 206 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0036 LT**Description** UNIT 12, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 205 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0037 LT**Description** UNIT 13, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 201 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY

**Properties****PIN** 37883 - 0038 LT**Description** UNIT 14, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 202 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0039 LT**Description** UNIT 15, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 203 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0040 LT**Description** UNIT 16, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 204 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0041 LT**Description** UNIT 9, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 308 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0042 LT**Description** UNIT 10, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 307 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0043 LT**Description** UNIT 11, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 306 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0044 LT**Description** UNIT 12, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 305 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0045 LT**Description** UNIT 13, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 301 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY**PIN** 37883 - 0046 LT**Description** UNIT 14, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS**Address** 302 SUITE  
25 BEAVER STREET SOUTH  
THORNBURY

**Properties**

PIN 37883 - 0047 LT

Description UNIT 15, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS

Address 303 SUITE  
25 BEAVER STREET SOUTH  
THORNHURRY

PIN 37883 - 0048 LT

Description UNIT 16, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 83 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY74175; TOWN OF THE BLUE MOUNTAINS

Address 304 SUITE  
25 BEAVER STREET SOUTH  
THORNHURRY**Applicant(s)**

Name GREY STANDARD CONDOMINIUM CORPORATION NO. 83

Address for Service c/o E&H Property Management  
200 Bruce Street South  
P.O. Box 100  
Thornbury, ON N0H 2P0

Grey Standard Condominium Corporation No. 83 hereby certifies that by-law number Four attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Elisabeth Wright, Secretary/Treasurer and Trevor Mark Heathers, President, have the authority to bind the corporation

**Signed By**

Robert James Hamilton

41 Bruce Street South  
Thornbury  
N0H 2P0acting for  
Applicant(s)

Signed

2014 03 12

Tel 5195993308

Fax 5195997399

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

KOPPERUD HAMILTON LLP

41 Bruce Street South  
Thornbury  
N0H 2P0

2014 03 12

Tel 5195993308

Fax 5195997399

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Total Paid \$60.00

**File Number**

Applicant Client File Number :

214-025



GREY STANDARD CONDOMINIUM CORPORATION NO. 83

Town of The Blue Mountains

By-Law Number 7 of GSCC 83

BE IT ENACTED as a by-law of Grey Standard Condominium Plan No. 83 as follows:

**No-Smoking Bylaw:**

1. Smoking prohibition: Due to the irritation and known health risks of exposure to second-hand tobacco smoke, increased risk of fire and increased maintenance and cleaning costs, all forms of smoking are prohibited on the condominium property including:
  - a. Inside all condominium units;
  - b. On deeded or exclusive use patios, balconies, indoor parking/storage spaces; and
  - c. On any part of the condominium that is a common element or exclusive use common element.
2. Definition of smoking: "Smoking" shall include the inhaling, exhaling, burning or carrying lighted tobacco.
3. Definition of Business Invitee. The term "business invitee" shall include but is not limited to any contractor, tradesperson, agent, household worker, or other person hired by the tenant or resident to provide a service or product.
4. Uniform application of policy: This bylaw takes effect upon the approval by the members of the condominium corporation, and applies to all persons, including but not limited to owners, tenants, invitees, business invitees, occupants and visitors.
5. Reasonable accommodation may be made by the board of directors if an owner or occupant proves that to prohibit smoking would result in discrimination prohibited by the *Ontario Human Rights Code*. The board of directors in its sole discretion, will determine whether or not the resident has proven that the prohibition of smoking would be discriminatory pursuant to the Ontario Human Rights Code and reserves the right to dedicate an outdoor smoking area for said owner or occupant in the event the board of directors approves a reasonable accommodation.
6. Smoking prohibited in enclosed common areas: Pursuant to the *Smoke-Free Ontario Act*, and despite anything contained in this by-law, smoking is not permitted in enclosed common areas of this condominium, including but not limited to hallways, elevators, the parking garage, electrical and mechanical rooms, etc.
7. Notice in the status certificate: Notice of the no-smoking by-law shall be contained within all status certificates provided by the condominium corporation.
8. No-smoking policy in the Shared Facilities, which is subject the Shared Facilities Agreement between Grey Standard Condominium Corporation #82 and Grey Standard Condominium Corporation # 83 shall be determined by the boards of the two condo corporations in accordance with the Shared Facilities Agreement. The no-smoking policy for use of the Shared Facilities shall supersede this by-law in the event that a conflict may arise.

Enacted as a by-law this 30 day of July, 2016

Per:

Name:

Title: President

I have the authority to bind the Corporation

Name: ANN COX

Title: Secretary

I have the authority to bind the Corporation

The first part of the paper discusses the importance of understanding the local context in which a project is implemented. This involves a thorough analysis of the social, economic, and cultural factors that may influence the success or failure of the intervention. The second part of the paper describes the methodology used in the study, which includes a combination of qualitative and quantitative approaches. The third part of the paper presents the findings of the study, which show that the intervention had a positive impact on the target population. The final part of the paper discusses the implications of the findings for future research and practice.

The study was conducted in a rural area of a developing country, where the majority of the population is engaged in agriculture. The intervention was designed to improve the livelihoods of the target population by providing them with access to credit and technical assistance. The results of the study show that the intervention was successful in achieving its objectives, and that the target population was able to improve their living standards as a result of the intervention.

The findings of the study have important implications for the design and implementation of similar interventions in other rural areas. First, it is important to understand the local context in which the intervention is being implemented. This involves a thorough analysis of the social, economic, and cultural factors that may influence the success or failure of the intervention. Second, it is important to use a combination of qualitative and quantitative approaches to collect data. This will allow researchers to gain a more comprehensive understanding of the impact of the intervention. Finally, it is important to monitor the progress of the intervention and to make adjustments as needed. This will ensure that the intervention is able to achieve its objectives and that the target population is able to benefit from the intervention.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

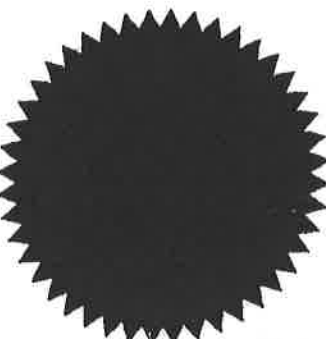
THE HONOURABLE )  
JUSTICE R. M. THOMPSON ) FRIDAY, THE 25<sup>TH</sup> DAY  
OF OCTOBER, 2013

BETWEEN:

GREY STANDARD CONDOMINIUM PLAN NO. 83

Applicant

and



BDO CANADA LIMITED, Court Appointed Receiver of  
SILJON INVESTMENTS INC., CAREVEST CAPITAL INC.,  
THE GUARANTEE COMPANY OF NORTH AMERICA,  
6826458 CANADA LTD., BRIAN CARON HOLDINGS LTD.,  
BANK OF MONTREAL, PIETRO SINFAROSA,  
ROYAL BANK OF CANADA, ELSEBETH WRIGHT,  
THE TORONTO-DOMINION BANK, FRANCO GIUDICI, GRAZIANA GIUDICI,  
COMPUTERSHARE TRUST COMPANY OF CANADA,  
NORTHRIDGE PROPERTY MANAGEMENT INC.,  
MERIDIAN CREDIT UNION LIMITED, SALLY FERNANDE BAXA,  
PAUL FLEWWELLING INC., JOHN ANTHONY PIROLLA,  
THE BANK OF NOVA SCOTIA, FELICITY CHARLOTTE ANN COX,  
VANDA JEAN KILPEN, LESLIE ROBSON, MARIA BEATE ROBSON,  
ROYAL BANK OF CANADA, BARRIE CHRISTOPHER DAVIES,  
CARMEN MARIE LEBLANC and MERIDIAN CREDIT UNION LIMITED

Respondents

**JUDGMENT**

THIS APPLICATION was heard this day, without a jury, at Owen Sound, Ontario  
in the presence of the lawyers for the Applicant, no one appearing for the Respondents,

ON READING THE NOTICE OF APPLICATION AND THE SUPPORTING AFFIDAVIT OF KEN PEARL, and on hearing the submissions of counsel for the Applicant,


1. THIS COURT ORDERS AND DECLARES that Schedule D to the Amendment to the Declaration registered as Instrument No. GY74175 be and the same is inaccurate and shall be replaced.
2. THIS COURT ORDERS AND DECLARES that the existing Schedule D to the Amendment to the Declaration registered as Instrument No. GY74175 shall be replaced with a new Schedule D as set out below:

**PERCENTAGE OF COMMON INTEREST AND COMMON EXPENSES ATTRIBUTABLE TO THE UNITS AFTER CREATION OF PHASE II IN NOVEMBER/DECEMBER 2012**

Unit No.	Level	Square Footage	%Contribution to Common Expenses % Common Interest
1	1	1,398	2.1426%
2	1	974	1.4928%
3	1	979	1.5005%
4	1	1,397	2.1411%
5	1	1,383	2.1196%
6	1	1,305	2.0001%
7	1	1,255	1.9235%
8	1	1,237	1.8959%
1	2	1,440	2.2070%
2	2	1,427	2.1871%
3	2	1,421	2.1779%
4	2	1,448	2.2193%
5	2	1,426	2.1855%
6	2	1,434	2.1978%
7	2	1,255	1.9235%
8	2	1,437	2.2024%

1	3	1,463	2.2422%
2	3	1,422	2.1794%
3	3	1,423	2.1809%
4	3	1,473	2.2576%
5	3	1,449	2.2208%
6	3	1,409	2.1595%
7	3	1,257	1.9265%
8	3	1,455	2.2300%
9	1	1,406	2.1548%
10	1	981	1.5035%
11	1	981	1.5035%
12	1	1,406	2.1548%
13	1	1,268	1.9434%
14	1	1,275	1.9541%
15	1	1,319	2.0215%
16	1	1,406	2.1548%
9	2	1,437	2.2024%
10	2	1,411	2.1626%
11	2	1,411	2.1626%
12	2	1,437	2.2024%
13	2	1,437	2.2024%
14	2	1,267	1.9419%
15	2	1,383	2.1196%
16	2	1,437	2.2024%
9	3	1,436	2.2009%
10	3	1,411	2.1626%
11	3	1,411	2.1626%
12	3	1,436	2.2009%
13	3	1,548	2.3725%
14	3	1,268	1.9434%
15	3	1,358	2.0813%
16	3	1,550	2.3756%
		65,247	100.0000%

3. THIS COURT ORDERS that the Schedule D as set out in paragraph 2 of this Order shall be registered in accordance with Section 109(4) of the *Condominium Act*, 1998.
4. THIS COURT ORDERS that there shall be no order as to costs.

  
\_\_\_\_\_  
Entered at Owen Sound  
Date: NOV 21/13  
Per: CL No: 670

Court File No.: 13-182

GREY STANDARD CONDOMINIUM PLAN NO. 83 V. BDO CANADA LIMITED, et al.

**SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT Owen Sound**

**JUDGMENT**

**MURRAY & THOMSON**  
Barristers & Solicitors  
912 Second Avenue West  
Owen Sound, Ontario  
N4K 6K6

Phone: (519) 376-6350  
Fax: (519) 376-0835

**R. H. THOMSON**  
L.S.U.C. No. 190101

**Solicitors for the Applicant**

The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes.

The second part of the paper focuses on the methodology used in the study. It describes the process of selecting participants, collecting data, and analyzing the results. The authors emphasize the importance of using a mixed-methods approach to gain a comprehensive understanding of the research topic.

The third part of the paper presents the findings of the study. It discusses the results of the quantitative data analysis and the insights gained from the qualitative interviews. The authors conclude that there are significant differences in learning outcomes between the two groups, and these differences can be attributed to cultural factors.

The final part of the paper discusses the implications of the findings for future research and practice. It suggests that educators should be aware of the cultural context of their students and tailor their teaching methods accordingly. Additionally, it calls for further research to explore the underlying reasons for the observed differences.

**FAR HILLS CLUB**

**LODGES**

**GREY STANDARD CONDOMINIUM PLAN NO. 83**

**AMENDMENT TO DECLARATION**

# OFFICE SCHEDULE

6174175

CERTIFICATE OF RECEIPT  
OFFY (16) OWEN SOUND

JAN 11 2013 11:23

K. L. L. L.  
LAND REGISTRAR

## DECLARATION

## CONDOMINIUM ACT, 1998

37883-0001 to 37883-0024

AMENDMENT to DECLARATION Grey Standard Condominium No. 83

NEW PROPERTY IDENTIFIER'S BLOCK 37883

RECENTLY : 37136-0009

DECLARANT : Siljon Investments Inc. by it's receiver BDO Canada Limited

SOLICITOR :	Robert Hamilton
ADDRESS:	1-68 Sykes St. N Meaford, ON N4L 1R2
PHONE:	519-538-2044
FAX:	519-538-5323

No. OF UNITS 24

FEES : \$70.00 + (\$5.00 x (number of unit) = \$190

*Condominium Act, 1998*

**AMENDMENT TO DECLARATION AND  
DESCRIPTION TO CREATE A PHASE**  
(subsection 146(3) of the *Condominium Act, 1998*)

**AMENDMENT TO DECLARATION**

I(We) state that:

1. The board has been elected at a meeting of owners held on August 14, 2012 at a time when I(we), the declarant, did not own the majority of the units.
2. More than 60 days has passed since the registration of the declaration and description or the registration of the latest amendments to the declaration and description creating a phase, whichever is the later.
3. At least 60 days have passed since the declarant delivered to the Corporation the documents described in clauses 149 (1) (a), (b) and (c) of the Act
4. There is no outstanding application to the Superior Court of Justice for an injunction under subsection 149(2) of the Condominium Act, 1998 and the Superior Court has not issued an injunction to prevent the registration of the amendments creating the phase.

The declaration of Grey Standard Condominium Plan No. 83 registered as Instrument No. GY13774 on the 12<sup>th</sup> day of March, 2009, (known as the "Declaration") is amended as follows:

1. Schedule A is replaced with Schedule A attached.
2. Schedule B is amended to include the attached consents.
3. Schedule C is amended to include the material identified as Amendments to Schedule C attached.
4. Schedule D is replaced with Schedule D attached.
5. Schedule F is amended to include the material identified as Amendments to Schedule F attached.
6. Schedule G is amended to include the material identified as Amendments to Schedule G attached.
7. Schedule K attached is added to the Declaration.
8. The Declaration is otherwise amended as set out in the material attached and identified as "Other Amendments to the Declaration").

**AMENDMENT TO DESCRIPTION**

The description identified as Grey Standard Condominium Plan No. 83 is amended as follows:

1. Part 1 of the description is amended to include the following prepared by Lynn H. Patten, Ontario Land Surveyor, and dated November 23, 2012.  
1 sheet of a perimeter plan of survey, designated as sheet 2 of 4 sheets, and  
1 sheet designating units for the land included in the phase, designated as sheet 4 of 4 sheets
2. Part 2 of the description is amended to include 1 sheet designated as sheet 2 of 2 sheets of an exclusive use portions survey for the land included in the phase prepared by Lynn H. Patten, Ontario Land Surveyor, and dated November 23, 2012.

3. Part 5 is added consisting of architectural plans of the buildings on the land included in the phase prepared by Reinders + Rieder Ltd.

4. Part 6 is added consisting of structural plans of the buildings on the land included in the phase prepared by Avanti Engineering & Design Inc.

Dated this 23<sup>rd</sup> day of November, 2012.

BDO CANADA LIMITED  
COURT APPOINTED RECEIVER OF  
SILJON INVESTMENTS INC.  
BY COURT ORDER GY50260 AND NOT  
IN ITS PERSONAL OR CORPORATE  
CAPACITY  
By:



Ken Pearl, Vice President  
I have the authority to bind the Corporation

## **SCHEDULE A**

### **FIRSTLY**

Part of Pin 37136-0007 (LT), being Part of Park Lot 11, Northeast of Alfred Street, Townplot of Thornbury (Geographic Town of Thornbury) Town of the Blue Mountains, County of Grey, designated as Parts 15 to 17 inclusive, Plan 16R-9321 hereinafter referred to as the "Condominium Lands".

**SUBJECT TO** an easement in favour of **Bell Canada** (and its successors and assigns) over all of the "Condominium Lands", as in instrument LT200.

**SUBJECT TO** an easement in favour of **Rogers Cable Communications Inc.** (and its successors and assigns) over all of the "Condominium Lands", as in instrument LT221.

**SUBJECT TO** an easement in favour of **Union Gas Limited** (and its successors and assigns) over all of the "Condominium Lands", as in instrument LT222.

**SUBJECT TO** an easement in favour of **Collus Power Corp.** (and its successors and assigns) over all of the "Condominium Lands", as in instrument LT256.

**SUBJECT TO** an easement in favour of **The Corporation of The Town of The Blue Mountains** (and its successors and assigns) over all of the "Condominium Lands", as in instrument GY12719.

### **SECONDLY**

All of Pin 37136-0009 (LT), being Part of Park Lot 11, Northeast of Alfred Street, Townplot of Thornbury (Geographic Town of Thornbury) Town of the Blue Mountains, County of Grey, designated as Part 18, Plan 16R-9321 hereinafter referred to as the "Phase 1 Lands".

**SUBJECT TO** an easement in favour of **Bell Canada** (and its successors and assigns) over all of the "Phase 1 Lands", as in instrument LT200.

**SUBJECT TO** an easement in favour of **Rogers Cable Communications Inc.** (and its successors and assigns) over all of the "Phase 1 Lands", as in instrument LT221.

**SUBJECT TO** an easement in favour of **Union Gas Limited** (and its successors and assigns) over all of the "Phase 1 Lands", as in instrument LT222.

**SUBJECT TO** an easement in favour of **Collus Power Corp.** (and its successors and assigns) over all of the "Phase 1 Lands", as in instrument LT256.

**SUBJECT TO** an easement in favour of **The Corporation of The Town of The Blue Mountains** (and its successors and assigns) over all of the "Phase 1 Lands", designated as in instrument GY12719.

In my opinion based on the parcel register and the plans and documents recorded therein, the legal description set out in "Secondly" is correct, the easements described in "Secondly" will exist in law upon the registration of the amendment to the declaration and the description and the Declarant is the registered owner of the property included in the phase and appurtenant interests.

Dated this 23<sup>rd</sup> day of November, 2012.

KOPPERUD HAMILTON

Per:

  
Robert J. Hamilton  
Barrister & Solicitor

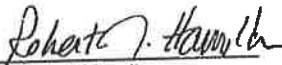
In my opinion, based on the parcel register and the plans and documents recorded therein the following described easements will merge and no longer exist in law upon the registration of the amendment to the declaration:

1) **SUBJECT TO** an easement in favour of the lands described as Part of Park Lot 11, Northeast of Alfred Street, Townplot of Thornbury, designated as Part 18, Plan 16R-9321 (the dominant tenement) the free, uninterrupted and unobstructed right of way and easement for the purpose of pedestrian and vehicular access to and from the dominant tenement, utility and common services, including, but not limited to, water, sanitary sewers, cable television, electric power, telephone and telecommunication lines and gas services over, along, upon, and under that portion of the Condominium Lands designated as all of The Common Elements of the "Condominium Lands".

Dated this 23<sup>rd</sup> day of November, 2012.

KOPPERUD HAMILTON

Per:



Robert J. Hamilton  
Barrister & Solicitor

*Condominium Act, 1998*

CONSENT AND POSTPONEMENT  
(AMENDMENT TO SCHEDULE B TO DECLARATION OF A  
PHASED CONDOMINIUM CORPORATION TO CREATE A PHASE)  
(under clause 146 (4) (a) of the *Condominium Act, 1998*)

1. We Carevest Capital Inc. have a registered mortgage within the meaning of clause 146 (4) (a) of the *Condominium Act, 1998*, registered as Number LT1084 in the Land Registry Office for the Land Titles (or Registry) Division of Grey County .
2. The declaration was registered as Instrument No. GY13774 on the 12th day of March, 2009.
3. We consent to the registration of this amendment to the declaration, pursuant to the Act, against the land included in the phase or interests appurtenant to the land, as the land and the interests are described in the amendment to the description, for the purpose of creating the phase.
4. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration, as amended by this amendment.
5. We are entitled by law to grant this consent and postponement.

Dated this 2 day of November, 2012.

CAREVEST CAPITAL INC.

Per:



Name: Jill Plasteras

Title: Vice President of Mortgage Services  
I have the authority to bind the Corporation.

*Condominium Act, 1998*

CONSENT AND POSTPONEMENT  
(AMENDMENT TO SCHEDULE B TO DECLARATION OF A  
PHASED CONDOMINIUM CORPORATION TO CREATE A PHASE)  
(under clause 146 (4) (a) of the *Condominium Act, 1998*)

1. We The Guarantee Company of North America have a registered mortgage within the meaning of clause 146 (4) (a) of the Condominium Act, 1998, registered as Number LT1091 in the Land Registry Office for the Land Titles (or Registry) Division of Grey County .
2. The declaration was registered as Instrument No. GY13774 on the 12th day of March, 2009.
3. We consent to the registration of this amendment to the declaration, pursuant to the Act, against the land included in the phase or interests appurtenant to the land, as the land and the interests are described in the amendment to the description, for the purpose of creating the phase.
4. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration, as amended by this amendment.
5. We are entitled by law to grant this consent and postponement.

Dated this 28<sup>th</sup> day of October, 2011.

THE GUARANTEE COMPANY OF  
NORTH AMERICA

Per: 

Name: Frank Faieta  
Title: National Vice President, Claims  
I have the authority to bind the  
Corporation.

**AMENDMENTS TO SCHEDULE "C"**  
**UNIT BOUNDARIES**

**1. LEVELS 1, 2 and 3 (RESIDENTIAL UNITS 9 to 16 INCLUSIVE)**

Each Unit shall comprise the area within the heavy lines as shown on Part 1, Sheet 4 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Residential Units are the physical surfaces of the walls, ceilings and floors referred to immediately below and are illustrated on Part 1, Sheet 4 of the Description and all dimensions shall have reference to them.

**A) HORIZONTALLY all units are bounded by:**

- i) The outside surface of the drywall and where the unit boundary is interrupted by a pipe space, the boundary shall extend to the backside surface of the drywall covering said pipe space.

**B) VERTICALLY all units are bounded by:**

**1) LEVEL 1**

- i) The upper surface of the precast concrete floor slab.
- ii) The lower surface of the precast concrete ceiling slab between Levels 1 and 2.

**2) LEVEL 2**

- i) The upper surface of the precast concrete floor slab between Levels 1 and 2.
- ii) The lower surface of the precast concrete ceiling slab between Levels 2 and 3.

**3) LEVEL 3**

- i) The upper surface of the precast concrete floor slab between Levels 2 and 3.
- ii) The upper surface of the drywall ceiling and extension thereof.

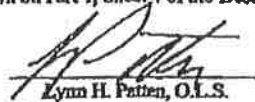
**3. With respect to all units:**

- a) In the cases where any surface or plane referred to in a Unit description is interrupted by apertures for windows or doors, the horizontal measurement shall extend to the outside unfinished surface of all window frames, doors, door frames, fixed and/or sliding glass doors, window or door glass, window or door screening.
- b) In cases where any such surface or plane aforesaid is interrupted by apertures for heating or cooling ducts or exhaust ducts, such surface or plane shall be extended across such apertures.

**SURVEYOR'S CERTIFICATE**

I hereby certify that the written description of the monuments and boundaries of the Units contained herein, accurately corresponds with the diagrams of the units shown on Part 1, Sheet 4 of the Description.

November 23, 2012

  
Lynn H. Patten, O.L.S.

Zubek, Emo, Patten & Thomson Ltd.

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.

**Schedule "D"**

**Proportion of Common Interest  
and Common Expenses expressed in percentage terms  
attributable to the Units**

Unit No.	Level	Percentage
<b>Bldg A</b>		
1	1	2.1450%
2	1	1.5691%
3	1	1.5341%
4	1	2.1993%
5	1	2.1374%
6	1	2.0231%
7	1	1.9393%
8	1	1.0486%
1	2	2.1816%
2	2	2.2486%
3	2	2.2130%
4	2	2.2318%
5	2	2.1998%
6	2	2.1667%
7	2	2.0094%
8	2	2.1739%
1	3	2.1816%
2	3	2.2486%
3	3	2.2130%
4	3	2.2318%
5	3	2.1998%
6	3	2.1667%
7	3	1.8997%
8	3	2.1739%
<b>Bldg B</b>		
9	1	2.1420%
10	1	2.0094%
11	1	1.9424%
12	1	1.9317%
13	1	2.1420%
14	1	1.4944%
15	1	1.4944%
16	1	2.1420%
9	2	2.1892%
10	2	2.1089%
11	2	1.9302%
12	2	2.1892%
13	2	2.1892%
14	2	2.1495%
15	2	2.1495%
16	2	2.1692%
9	3	2.3513%
10	3	2.0989%
11	3	1.9317%
12	3	2.3585%
13	3	2.1877%
14	3	2.1409%
15	3	2.1495%
16	3	2.1877%
		<b>100.0000%</b>

**AMENDMENTS TO SCHEDULE F**  
**(Exclusive Use Areas)**

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

- a) Each owner of a Unit on Level 1 is entitled to the exclusive use and possession of the Patio Area shown in heavy outline and designated on Part 2, Sheet 2 of the Description with the same number as the Unit and the Suffix "A".
  - i. Each owner of a Unit on Level 1 is entitled to the exclusive use and possession of the Parking Area on Level A shown in heavy outline and designated on Part 2, Sheet 2 of the Description with the same number as the Unit and the Suffix "B",
  - i. Each owner of a Unit on Level 2 is entitled to the exclusive use and possession of the Parking Area on Level A shown in heavy outline and designated on Part 2, Sheet 2 of the Description with the same number as the Unit and the Suffix "C",
  - i. Each owner of a Unit on Level 3 is entitled to the exclusive use and possession of the Parking Area on Level A shown in heavy outline and designated on Part 2, Sheet 2 of the Description with the same number as the Unit and the Suffix "D",
  - i. Each owner of a Unit on Levels 2 and 3 are entitled to the exclusive use of any balcony to which their unit provides the sole and direct access.

All exclusive use spaces are subject to easements as in LT200, LT221, LT222, LT256, GY12719 and the Declaration.

**SCHEDULE "G"**  
**(Architect)**

I certify that:

The West Building on the property included in the phase has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

*(Check whichever boxes are applicable)*

1. ☒ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. ☒ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. ☒ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. ☒ All underground garages have walls and floor assemblies in place.

OR

- ☐ There are no underground garages.
5. ☒ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☐ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☒ All installations with respect to the provision of water and sewage services are in place.
7. ☒ All installations with respect to the provision of heat and ventilation are in

place and heat and ventilation can be provided.

8. ✓ All installations with respect to the provision of air conditioning are in place.

OR

- There are no installations with respect to the provision of air conditioning.

9. ✓ All installations with respect to the provision of electricity are in place.

10. □ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- ✓ There are no indoor and outdoor swimming pools.

11. ✓ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 1 day of November, 2012.

Reinders + Riader Ltd.

By 

Joel Riader  
Architect

*I have authority to bind  
the Corporation*

**SCHEDULE "K"**

The Approving Authority, being the County of Grey approved the amendments to Parts 1 and 2 and exempted Part 5 of the description with no conditions.

PROVINCE OF ONTARIO LAND REGISTRATION SYSTEM / SYSTÈME  
D'ENREGISTREMENT IMMOBILIER DE LA PROVINCE DE L'ONTARIO

Condominium Index Report / Rapport d'index des  
condominiums

Page: 1 of/de 3  
Date: 2013/01/11  
Time/Heure : 11:54  
Requested by / Demandé par: BOWMAN, CRISSY

Land Registry Office / Bureau d'enregistrement  
immobilier : GREY (16)

GREY (16) PLAN-CONDOMINIUM Condominium Plan No / N° de plan de condominium : GCP83

Unit	Level	Property ID
(Partie privative)	(Niveau)	(No d'identification de la propriété)
1	1	37883-0001
2	1	37883-0002
3	1	37883-0003
4	1	37883-0004
5	1	37883-0005
6	1	37883-0006
7	1	37883-0007
8	1	37883-0008
9	1	37883-0025
10	1	37883-0026
11	1	37883-0027
12	1	37883-0028
13	1	37883-0029
14	1	37883-0030
15	1	37883-0031
16	1	37883-0032

PROVINCE OF ONTARIO LAND REGISTRATION SYSTEM / SYSTÈME  
D'ENREGISTREMENT IMMOBILIER DE LA PROVINCE DE L'ONTARIO

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immobilier : GREY (16)

GREY (16) PLAN-CONDOMINIUM Condominium Plan No / N° de plan de condominium : GCP83

Unit	Level	Property ID
(Partie privative)	(Niveau)	(No d'identification de la propriété)
1	2	37883-0009
2	2	37883-0010
3	2	37883-0011
4	2	37883-0012
5	2	37883-0013
6	2	37883-0014
7	2	37883-0015
8	2	37883-0016
9	2	37883-0033
10	2	37883-0034
11	2	37883-0035
12	2	37883-0036
13	2	37883-0037
14	2	37883-0038
15	2	37883-0039
16	2	37883-0040
1	3	37883-0017

PROVINCE OF ONTARIO LAND REGISTRATION SYSTEM / SYSTÈME  
D'ENREGISTREMENT IMMOBILIER DE LA PROVINCE DE L'ONTARIO

Condominium Index Report / Rapport d'index des  
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Requested by / Demandé par: BOWMAN, CRISSY

Land Registry Office / Bureau d'enregistrement  
immobilier :

GREY (16)

GREY (16) PLAN-CONDOMINIUM Condominium Plan No / N° de plan de condominium : GCP83

Unit	Level	Property ID
(Partie privative)	(Niveau)	(No d'identification de la propriété)
2	3	37883-0018
3	3	37883-0019
4	3	37883-0020
5	3	37883-0021
6	3	37883-0022
7	3	37883-0023
8	3	37883-0024
9	3	37883-0041
10	3	37883-0042
11	3	37883-0043
12	3	37883-0044
13	3	37883-0045
14	3	37883-0046
15	3	37883-0047
16	3	37883-0048



# OFFICE SCHEDULE

613774  
CERTIFICATE OF RECEIPT  
GREY (16) OWEN SOUND

MAR 12 2009 13:26

*John Conrad*  
LAND REGISTRAR (A)

## DECLARATION

## CONDOMINIUM ACT, 1998

GREY STANDARD CONDOMINIUM PLAN NO. 83

NEW PROPERTY IDENTIFIERS BLOCK 37883

RECENTLY: 37136-0007(LT)

DECLARANT : SILJON INVESTMENTS INC.

SOLICITOR :

Kopperud Hamilton

ADDRESS: 76 Sykes Street North, Meaford, ON N4L 1R2

TELEPHONE: 519-538-2044

FAX: 519-538-5323

No. OF UNITS

24

FEES :

\$190.00

## FAR HILLS LODGES

### DECLARATION

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

SILJON INVESTMENTS INC.

(hereinafter called the "Declarant")

#### WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the Town of the Blue Mountains, County of Grey, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Lands" or the "Property";
- B. The Declarant has constructed one building upon the Property containing 24 Units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the buildings constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold standard condominium Corporation, that is a phased condominium, and the Lands will be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

### ARTICLE I.

#### INTRODUCTORY

##### 1.1 Definitions

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

- (a) "Board" means the Corporation's board of directors;
- (b) "By-law(s)" means the by-law(s) of the Corporation enacted from time to time;
- (c) "Common Elements" means all the Property except the Units;
- (d) "Corporation" or "Condominium" means the freehold condominium that is a standard condominium corporation, being a phased condominium, created by the registration of this Declaration and Description;
- (e) "Owner" means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- (f) "Rules" means the rules passed by the board in accordance with the provisions of the Act;
- (g) "Unit" the definition "Unit" for the purposes of the duties to repair and maintain under sections 89, 90, 91, 92, and 123 of the Act and this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

1.2 Act Governs the Lands

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

1.3 Standard Condominium (phased)

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

1.4 Consent of Encumbrancers

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

1.5 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.

Notwithstanding the boundaries set out in Schedule "C" annexed hereto, each Unit shall include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, including the electrical, heating, air-treatment, and air-conditioning equipment that supply any service to that particular unit only, including the appurtenances, ducts, connections etc. with respect thereto, no matter where located; provided however, that each Unit shall exclude all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply a service to another Unit or the common elements, exterior doors and door frames, exterior windows and window frames and all concrete, concrete block or masonry portions of load bearing walls, or columns located within any such Unit.

In the case of Units that contain gas fireplaces, the Unit shall include the fireplace, chimney flue, and the flue cap leading from the Unit.

1.6 Common Interest and Common Expenses

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

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

The Corporation's address for service and mailing address shall be 241 APPLEWOOD CRESCENT, UNIT 9 CONCORD, ONTARIO, L4K 4E6 or such other address as the Corporation may by resolution of the Board determine. The Corporation's municipal address is 241 APPLEWOOD CRESCENT, UNIT 9 CONCORD, ONTARIO, L4K 4E6.

1.7 Approval Authority Requirements

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

1.8 Architect/Engineer Certificates

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

## ARTICLE II.

### COMMON EXPENSES

#### 2.1 Specification of Common Expenses

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

#### 2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his/her proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his/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.

#### 2.3 Reserve Fund

- (a) 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, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with provisions of the Act; and
- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

#### 2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act

## ARTICLE III.

### COMMON ELEMENTS

#### 3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws, any agreement with another Corporation to share the use and costs of the recreational facilities of this Corporation, and any rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

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

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;

- (b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or common element area;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

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

3.1.1 General Restrictions on the Common Elements and Licence in favour of the Town of the Blue Mountains

- (a) Substantial alteration of the surface elevation of the Lands shall not be permitted;
- (b) Alteration of the drainage of the Lands shall not be permitted;
- (c) Alteration of the surface elevation of the common element roads to be located on the Lands shall not be permitted;
- (d) Alteration or removal of any street lights or other exterior lighting on the Lands shall not be permitted;
- (e) Except for dead or diseased vegetation, alteration or removal of any vegetation on the Condominium Lands shall not be permitted except in accordance with good horticultural practice;
- (f) Alteration or removal of any fencing on the Lands shall not be permitted except for the purpose of repairing or replacing such fencing;
- (g) No parking shall be permitted on any road to be located on the Condominium Lands and that the common element roads shall signed in accordance with the Town's Fire Route By-law, as amended from time to time;
- (h) The Condominium shall make provision for a maintenance fund for the roads, servicing, and open space blocks (including the landscaped area) to be located on the Lands;
- (i) the Condominium confirms that the common element roads, servicing, and open space blocks (including the landscaped areas) to be located on the Lands are not under the ownership of the Town;
- (j) The Condominium confirms that the Town has no obligation whatsoever with respect to the said roads and that all costs and expenses associated with the construction, establishment, maintenance, repair and upkeep of the said road, private water and sewer servicing, storm water management works are the responsibility of the Condominium Corporation.
- (k) The Condominium Corporation does hereby grant to the Town of the Blue Mountains the right to access the Condominium lands for the purposes of conducting the following:

- (i) Access to all individual water shut-off valves for water distribution maintenance only.
- (ii) Access to all water meters for the purposes of reading the meters for billing purposes.
- (iii) Access to all municipal water sampling stations to install, maintain, replace and operate the said sampling stations.
- (iv) Access to conduct all waste management requirements in accordance with Town By-laws.

### 3.2 Exclusive Use Common Elements

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

### 3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time; and
- (b) No owner shall have the use of the parking spaces in the common elements save and except for that parking space in the underground parking garage portion of the common elements which has been specifically assigned to the owner.
- (c) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30 %) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its property manager.

### 3.4 Modifications of Common Elements, Assets and Services

#### (a) General Prohibition

No owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements except :-

- (i) by an owner maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration; or
- (ii) as permitted by the By-laws or rules passed pursuant thereto; or
- (iii) with the prior written consent of the Corporation.

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

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

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

For the purposes of subsection 97(4), (5) and (6) of the Act, the Board shall have the sole and absolute discretion to determine whether any addition, alteration or improvement to, or renovation of the Common Elements or any change in the assets of the Corporation is substantial.

### 3.5 Declarant Rights

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

- (a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the common elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium, from time to time;
- (b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the common elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and
- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of this Condominium;
- (d) until such time as all of the Units in this Condominium have been transferred by the Declarant.

### 3.6 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements.

### 3.7 Visitors Parking

No Owner nor his/her tenant nor members of the household of a Unit shall park upon any portions of the common elements designated as visitors' parking. Provided that the Declarant, its sales personnel, invitees and prospective purchasers may park motor vehicles upon the visitors' parking areas until such time as all Units are sold and conveyed by the Declarant.

### 3.8 Shared Facilities Agreements

This Condominium (herein called the "Lodges") shall enter into an agreement or agreements with the Declarant and the proposed Far Hills Townhome phased Condominium Corporation (herein called the "Townhomes") situated on the North side of Beaver street in the Town of the Blue Mountains. Such agreement shall be known as the "Far Hills Shared Facilities Agreement"

Phase 1 of the Townhomes is contemplated to have 22 residential units plus Unit 23 (herein called "Unit 23"), containing the Common Recreation Area. Phase 2 of the Townhomes is

contemplated to have 17 residential units. The Far Hills Shared Facilities Agreement shall be for the purpose of acquiring an ownership interest in, and sharing the use and the costs, with the Townhome Condominium, of Unit 23. Unit 23 shall contain a Clubhouse, pool area and tennis court area for use, (subject to the discretion of the Board of Directors), between June 1<sup>st</sup> and September 30<sup>th</sup> in each year; and the foregoing provisions shall be read to accommodate the Far Hills Shared Facilities Agreement.

The cost sharing between the Lodges and the Townhomes and the ownership of Unit 23 as Tenants in Common, shall be 46.60836 % for the Lodges and 53.39164 % for the Townhomes and be subject to the terms of the Far Hills Shared Facilities Agreement

## ARTICLE IV.

### UNITS

#### 4.1 General Use

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

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the by-laws, and/or any agreement authorized by bylaw. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the by-laws, or in any agreement authorized by by-law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his/her next monthly contribution towards the Common Expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such;
- (b) The Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his Unit to comply with the Act, the Declaration, the by-laws, and all agreements authorized by by-law and the rules;
- (c) Each Owner shall comply and shall require all members of his or her family, residents, tenants, invitees and licensees to his or her Unit to comply with the Act, this Declaration, the By-laws and the Rules;
- (d) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his/her Unit, except with the prior written consent of the Board, and further, when approved, subject

to the rules. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property; and

- (e) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to the said antenna, aerial or satellite dish which consent may be arbitrarily withheld.

#### 4.2 Units

- (a) Each Unit shall be occupied and used in accordance with the applicable zoning bylaws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Unit, until all Units in the Corporation have been conveyed by the Declarant, or its related companies.
- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein by the Declarant and/or its related companies.
- (c) No animal, livestock or fowl of any kind other than (i) one dog weighing twelve pounds or less, and (ii) a maximum of one cat, and (iii) household pets (such as, for example birds); and except as aforesaid, no additional dog, or cat, and no livestock, fowl, reptile, rodent or animal shall be kept or allowed in or about any Unit. Dogs and cats must at all times be kept on a leash while on the common elements. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. In the event that an owner fails to clean up the common elements after its pet, such pet shall be deemed to be a nuisance within the meaning hereof. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Corporation, shall be permitted in any Unit.
- (d) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his/her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his/her own client basis;
- (e) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his/her Unit without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.

(f)

- (i) For the purpose of this subparagraph, "Vertical Party Wall" means a vertical wall constructed along the boundary between two (2) Units shown in the description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls or columns located within the Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written and agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
- (ii) erect, remove or alter any internal walls or partitions within his/her Unit; or where he/she is the Owner of two (2) or more adjoining Units, erect, remove or alter along all or part of those portions of the vertical boundaries of each of such adjoining Units shown in the Description as a line or plane, any Vertical Party Wall between his/her Unit and such adjoining Unit, or any soundproofing or insulating material on his/her Unit side of such Vertical Party Wall.
- (iii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any a structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
  - a. the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
  - b. the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
  - c. the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall as aforesaid, the adjoining Units thereto shall still

constitute two separate Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Units, whether arising under the Act, the Declaration, the By-Laws or the rules of the Condominium, shall remain unchanged.

#### 4.3 Leasing of Units

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

### ARTICLE V

#### MAINTENANCE AND REPAIRS

##### 5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his/her Unit, and subject to the provisions of this Declaration, and section 123 of the Act, each Owner shall repair his/her Unit after damage, all at his/her own expense. Without limiting the generality of the foregoing, each Owner shall maintain:
  - (i) the interior surface of doors which provide the means of ingress and egress from his/her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his/her Unit;
  - (ii) the interior surface of all windows in Units and interior and exterior surfaces of all windows and window sills contiguous to his/her Unit and which are accessible from the inside of the Unit or from the terrace, balcony or front/rear yard, together with the terrace, deck, balcony or front/rear yard itself which has been designated as an exclusive use area in respect of such Unit; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows and exterior doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or

invitees to the Unit;

- (iii) all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus, that supply any service to his/her Unit only (including the cost of repairs to the water meter and electricity meter which must be repaired by the appropriate authority having jurisdiction);
- (iv) all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent common elements and services the Unit;
- (v) the parking space allotted specifically to the owner, in the underground parking garage portion of the common elements in a clean and sightly condition,
- (vi) the balcony or patio to which his/her Unit has exclusive use in a clean and sightly condition;
- (vii) and repair gas fireplaces, chimneys and flues if any, within the Unit, provided that only persons certified to repair gas appliances shall be allowed to perform such services;
- (viii) the drywall within the Unit, notwithstanding that such drywall is a part of the Common Elements.
- (ix) and repair all damage to exterior doors, windows and patio doors resulting from the negligence of the unit owner his licensees, invitees, agents, servants.
- (x) and repair all damage to the patio to which his/her unit has exclusive use (without changing the shape or design)

(b) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his or her Unit only such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. Each Owner shall be liable for any damage to the unit and/or common elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

(c) The Corporation shall make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at a rate established by the Board of Directors from time to time and in the absence of the Board establishing the rate it shall be calculated at the rate of eighteen (18 %) per cent per annum. The Corporation may collect all such sums of money in such installments as the Board may decide upon. The installments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

## 5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner to so maintain and repair his/her Unit and such parts of the Common Elements for which he/she is responsible, or

caused by the negligence or wilful misconduct of the Owner, his/her residents, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

### 5.3 Repair and Maintenance by Corporation

The Corporation shall maintain and repair the Common Elements at its own expense, except for those portions of the Common Elements the repair and maintenance of which is the responsibility of the Owners as provided in Article V(5.1). The Corporation shall perform all necessary landscaping, including grass cutting, within the Common Elements, including exclusive use common elements; cause the removal of snow from the front yard driveways and walkways and maintain and repair all privacy fencing.

## ARTICLE VI.

### INDEMNIFICATION

- 6.1 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

## ARTICLE VII.

### INSURANCE

#### 7.1 By the Corporation

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

(a) "All Risk" Insurance:

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and 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;
- (iii) in an amount equal to the full replacement cost of such real and personal property, and of the units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the common elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is

equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

(b) Policy Provisions

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

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective 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 obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount coinsurance 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.

(d) Boiler, Machinery and Pressure Vessel Insurance

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

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his/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 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;

- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the 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 and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person other than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

### 7.3 By the Owner

- a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
  - (i) Insurance on any improvements or betterments 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 (including without limiting the generality of the foregoing - cupboards, vanities, flooring, all window and floor coverings), and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and 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:

a) additional living expenses incurred by an Owner if forced to leave his/her Unit by one of the hazards protected against under the Corporation's policy,

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

#### 7.4 Indemnity Insurance for Directors and Officers of the Corporation

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

### ARTICLE VIII

#### INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

8.1 The Board of Directors shall decide whether or not the Corporation shall enter into an agreement with an Insurance Trustee. In the event that they should choose to enter into such an agreement such Insurance Trustee shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it. If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as a Trustee, as the Owners may approve by bylaw at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense.

8.2 In the event that:

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) If there is no obligation 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;

(c) the Board, in accordance with the provisions of the Act, determines that:

- (i) there has not been substantial damage to twenty-five (25%) per cent of the building; or
- (ii) there has been substantial damage to twenty-five (25%) per cent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,
- (iii) the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

## ARTICLE IX

### DUTIES OF THE CORPORATION

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

- (a) To observe and comply (and insofar as possible, compel the observance and/or compliance by all unit owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration and By-laws of this Corporation.
- (b) To not interfere with the supply of (and insofar as the requisite services are supplied form the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services, so that same are fully functional and operable during normal or customary hours of use.
- (c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the common elements of this Condominium for its marketing/sale/construction programs in connection with any of the Condominium Units, as more particularly set out in the foregoing provisions of this Declaration.
- (d) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the Town of Blue Mountains or other Governmental Authorities relating thereto, if so required by other Governmental Authorities).
- (e) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, 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/O I (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) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
  - (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);
  - (iii) for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 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 of directors and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act;
- (f) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses.
- (g) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.
- (h) To take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.

## ARTICLE X.

### GENERAL MATTERS AND ADMINISTRATION

#### 10.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty

imposed upon the Corporation.

- (b) The Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the common elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use common elements.
- (c) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists;
- (d) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (e) The Corporation shall retain a master key to all locks controlling entry into each dwelling unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Unit (nor on any doors within said Unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's dwelling unit, without the prior written consent of the board. Where such consent has been granted by the board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (f) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

#### 10.2 Invalidity

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

#### 10.3 Waiver

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

#### 10.4 Interpretation of Declaration

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

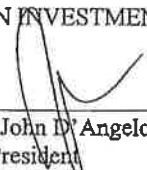
10.5 Headings

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

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

DATED at the Town of the Blue Mountains this <sup>4<sup>th</sup></sup> day of <sup>March</sup> ~~February~~, 2009.

SILJON INVESTMENTS INC.  
Per

  
Name: John D'Angelo  
Title: President

I have authority to bind the Corporation

## SCHEDULE A

Part of Pin 37136-0007 (LT), being Part of Park Lot 11, Northeast of Alfred Street, Townplot of Thornbury (Geographic Town of Thornbury) Town of the Blue Mountains, County of Grey, designated as Parts 15 to 17 inclusive, Plan 16R-9321 hereinafter referred to as the "**Condominium Lands**".

**SUBJECT TO** an easement in favour of **Bell Canada** (and its successors and assigns) over all of the "**Condominium Lands**", as in instrument LT200.

**SUBJECT TO** an easement in favour of **Rogers Cable Communications Inc.** (and its successors and assigns) over all of the "**Condominium Lands**", as in instrument LT221.

**SUBJECT TO** an easement in favour of **Union Gas Limited** (and its successors and assigns) over all of the "**Condominium Lands**", as in instrument LT222.

**SUBJECT TO** an easement in favour of **Collus Power Corp.** (and its successors and assigns) over all of the "**Condominium Lands**", as in instrument LT256.

**SUBJECT TO** an easement in favour of **The Corporation of The Town of The Blue Mountains** (and its successors and assigns) over all of the "**Condominium Lands**", as in instrument GY12719.

**RESERVING** an easement in favour of the lands described as Part of Park Lot 11, Northeast of Alfred Street, Townplot of Thornbury, designated as Part 18, Plan 16R-9321 (the dominant tenement) the free, uninterrupted and unobstructed right of way and easement for the purpose of pedestrian and vehicular access to and from the dominant tenement, utility and common services, including, but not limited to, water, sanitary sewers, cable television, electric power, telephone and telecommunication lines and gas services over, along, upon, and under that portion of the **Condominium Lands** designated as all of The **Common Elements of the "Condominium Lands"**.

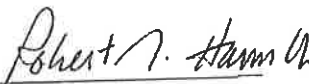
In my opinion based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the Declarant is the registered owner of the property and appurtenant interests.

The following is a legal description of the servient lands:

In the Town of The Blue Mountains, in the County of Grey, being composed of Part of Pin 37136-0007(LT), being Part of Park Lot 11, Northeast of Alfred Street, Townplot of Thornbury, designated as Part 18, Plan 16R-9321.

Dated this 4<sup>th</sup> day of March, 2009.

KOPPERUD HAMILTON  
Per:

  
Robert J. Hamilton  
Barrister & Solicitor

C:\DOCS\SCHED\farhills\ba1.wpd


**SCHEDULE "B"**

1. We Carevest Capital Inc., have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act*, 1998, registered as Number LT1084, in the Land Registry Office for the ~~Registry~~ <sup>Land Titles</sup> Division of Grey County.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 10 day of November, 2008

CAREVEST CAPITAL INC.

Per:

  
Name: JILL PLASTERAS  
Title: VICE PRESIDENT OF  
MORTGAGE SERVICES  
I have authority to bind the Corporation

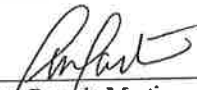
## SCHEDULE "B"

1. We The Guarantee Company of North America., have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act*, 1998, registered as Number LT1091, in the Land Registry Office for the Land Titles Division of Grey County.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 4<sup>th</sup> day of March, 2009

THE GUARANTEE COMPANY OF  
NORTH AMERICA

By:

  
Name: Pamela Martin

Title: Sr. Developer Surety Underwriter  
I have authority to bind the Corporation

**SCHEDULE "B"**  
**Servient Lands**

1. We Carevest Capital Inc., have a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Number LT1084, in the Land Registry Office for the ~~Register~~ <sup>Land Title</sup> Division of Grey County.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or interests appurtenant to the land, as the land and the interests are described in the description.
3. We are entitled by law to grant this consent and postponement.

Dated this /0 day of November, 2008

CAREVEST CAPITAL INC.

Per:



Name: JILL PLASTERAS  
Title: VICE PRESIDENT OF  
MORTGAGE SERVICES

I have authority to bind the Corporation


**SCHEDULE "B"**  
**Servient Lands**

1. We The Guarantee Company of North America., have a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Number LT1091, in the Land Registry Office for the Land Titles Division of Grey County.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or interests appurtenant to the land, as the land and the interests are described in the description.
3. We are entitled by law to grant this consent.

Dated this 4<sup>th</sup> day of March, 2009

THE GUARANTEE COMPANY OF  
NORTH AMERICA

By:

  
Name: Pamela Martin  
Title: Sr. Developer Surety Underwriter  
I have authority to bind the Corporation

**SCHEDULE "C"**  
**UNIT BOUNDARIES**

1. **LEVELS 1, 2 and 3 (RESIDENTIAL UNITS 1 to 8 INCLUSIVE)**

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

A) **HORIZONTALLY all units are bounded by:**

- i) The unitside surface of the drywall and where the unit boundary is interrupted by a pipe space, the boundary shall extend to the unitside surface of the drywall covering said pipe space.

B) **VERTICALLY all units are bounded by:**

1) **LEVEL 1**

- i) The upper surface of the precast concrete floor slab.  
ii) The unitside surface of the drywall ceiling and extension thereof.

2) **LEVEL 2**

- i) The upper surface of the precast concrete floor slab between Levels 1 and 2.  
ii) The unitside surface of the drywall ceiling and extension thereof.

3) **LEVEL 3**

- i) The upper surface of the precast concrete floor slab between Levels 2 and 3.  
ii) The unitside surface of the drywall ceiling and extension thereof.

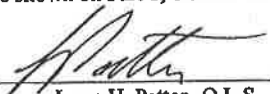
3. **With respect to all units:**

- a) In the cases where any surface or plane referred to in a Unit description is interrupted by apertures for windows or doors, the horizontal measurement shall extend to the unitside unfinished surface of all window frames, doors, door frames, fixed and/or sliding glass doors, window or door glass, window or door screening.
- b) In cases where any such surface or plane aforesaid is interrupted by apertures for heating or cooling ducts or exhaust ducts, such surface or plane shall be extended across such apertures.

**SURVEYOR'S CERTIFICATE**

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

January 29, 2009

  
Lynn H. Patten, O.L.S.  
Zubek, Emo, Patten & Thomsen Ltd.

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.

# **SCHEDULE "D" – DECLARATION**

Proportion of Common Interest and the Common Expense expressed in percentage terms.

Unit No.	Level	Percentage
1	1	4.2717%
2	1	3.1249%
3	1	3.0551%
4	1	4.3779%
5	1	4.2565%
6	1	4.0290%
7	1	3.8622%
8	1	3.8803%
1	2	4.3445%
2	2	4.4781%
3	2	4.4082%
4	2	4.4446%
5	2	4.3809%
6	2	4.2930%
7	2	4.0017%
8	2	4.3294%
1	3	4.3445%
2	3	4.4781%
3	3	4.4082%
4	3	4.4446%
5	3	4.3809%
6	3	4.2930%
7	3	3.7833%
8	3	4.3294%
Total		100%

## SCHEDULE "E"

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

1. Site Maintenance:
  - (a) External plumbing repairs,
  - (b) Cleaning of Common Areas,
  - (c) Repairs of Common Areas,
  - (d) Maintenance of Fire Hydrants,
  - (e) External drains,
  - (f) Pest Control for Common Areas,
2. Site Maintenance, garbage collection and waste disposal (including materials, tools and supplies, fuel including gas and oil),
3. Reserve Fund Study,
4. All utilities, except where such utilities are separately metered to the Units,
5. Snow Removal (which may include offsite removal), and Landscaping (including maintenance) of the common elements,
6. Insurance:
  - (a) Fire
  - (b) Liability and Property Damage on Common Elements
  - (e) Insurance Appraisals and Insurance Trustee Fees
  - (d) Directors' liability insurance
7. Audit Fee
8. Legal Fee
9. Management Fee
10. The expenses for the performance of the objects and duties of the corporation.
11. The cost of borrowing money to carry out the duties of the corporation and the repayment thereof including principal and interest, and the repayment of debts incurred for the objects of the corporation.
12. Payments for the utilization of any easement, lease or right required, necessary or desirable for the maintenance of access to the property.
13. Shared expenses incurred with respect to the obligations incurred by the corporation with any other person, firm or corporation.
15. The cost of maintenance repair and operation of the common elements.
16. The costs and expenses incurred pursuant to any cost sharing or similar agreement, including all sums of money paid or payable by the corporation and representing its Proportionate Share of all repair, maintenance and operating costs related or pertaining to the Common Recreation Area and Facilities.
17. Un-insured losses and insurance deductibles.

18. The costs of maintaining and operating the recreation centre, including providing and maintaining furniture therefore; when it becomes operational.
19. Remuneration payable by the Corporation to any employees deemed necessary for the property operation, protection, and maintenance of the Lands, including security personnel or devices.
20. The payment of remuneration for any persons, firms, or corporations engaged or retained by the Corporation, the Board, its duly authorized agents servants and employees for the purpose of performing any or all of the duties of the Corporation.
21. All sums to be paid to the reserve fund or contingency fund as required by the Act or in accordance with the annual budget of the Corporation.
22. All sums of money payable by the corporation to any and all persons, firms or corporations engaged or retained by the corporation and any of their duly authorized agents, servants and employees for the purpose of performing any and all of the duties and obligations of the corporation.

**SCHEDULE F**  
(Exclusive Use Areas)

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

- a) Each owner of a Unit on Level 1 is entitled to the exclusive use and possession of the Patio Area shown in heavy outline and designated on Part 2, Sheet 1 of the Description with the same number as the Unit and the Suffix "A".
- b) Each owner of a Unit on Level 1 is entitled to the exclusive use and possession of the Parking Area on Level A shown in heavy outline and designated on Part 2, Sheet 1 of the Description with the same number as the Unit and the Suffix "B",
- c) Each owner of a Unit on Level 2 is entitled to the exclusive use and possession of the Parking Area on Level A shown in heavy outline and designated on Part 2, Sheet 1 of the Description with the same number as the Unit and the Suffix "C",
- d) Each owner of a Unit on Level 3 is entitled to the exclusive use and possession of the Parking Area on Level A shown in heavy outline and designated on Part 2, Sheet 1 of the Description with the same number as the Unit and the Suffix "D",
- e) Each owner of a Unit on Levels 2 and 3 are entitled to the exclusive use of any balcony to which their unit provides the sole and direct access.

All exclusive use spaces are subject to easements as in LT200, LT221, LT222, LT256, GY12719 and the declaration.

**SCHEDULE "G"**  
(Architect)

I certify that;

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

*(Check whichever boxes are applicable)*

1.   ✓   The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.   ✓   Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.   ✓   Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4.   ✓   All underground garages have walls and floor assemblies in place. ☐

OR

- ☐ There are no underground garages.
5.   ✓   All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☐ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6.   ✓   All installations with respect to the provision of water and sewage services are in place.
  7.   ✓   All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
  8.   ✓   All installations with respect to the provision of air conditioning are in place.

OR

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

OR

- ✓ There are no indoor and outdoor swimming pools.


- 11 ✓ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this day of ~~December~~, 2008

FEB 25 2009

McKerroll Architects

By:

  
Steve McKerroll  
Architect



## MANAGEMENT AGREEMENT

BETWEEN:

**GREY STANDARD CONDOMINIUM CORPORATION NO. 83**

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

**9700029 O/A PRO GUARD PROPERTY MANAGEMENT**

(hereinafter called the "Manager")

OF THE SECOND PART

**WHEREAS** the Corporation has been created pursuant to the Condominium Act, S.O. 1998, c.19, or any successor thereto and the Regulations made thereunder (the Act and Regulations are hereinafter referred to as "the Act");

**AND WHEREAS** the Corporation is desirous of having the Manager manage the property and assets of the Corporation (hereinafter called the "Property") and the Manager is desirous of doing so, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE THIS INDENTURE WITNESSETH** that, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree each with the other as follows:

### ARTICLE 1 DEFINITIONS

- 1.1 Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the Act and the regulations made thereunder. Any reference to the Declaration, the By-Laws, the Rules or the Reciprocal Agreement (if any) is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefor up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement.

### ARTICLE 2 TERM

- 2.1 The Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent (subject to the overall control of the Corporation and to the specific provisions hereof) to manage the Property for a period of three years (3) years commencing on the first day of August (the "Commencement Date"), unless terminated in accordance with Article 4 hereof, and for the purpose hereof, to act in the name of the Corporation in the carrying out of the duties of the Manager as herein set out. If the term of this Agreement expires and the Manager continues to perform its duties herein, notwithstanding the expiry of the said term, this Agreement shall be deemed to have been extended from month to month and the Corporation shall compensate the Manager upon the same terms and conditions as herein contained and either party herein may terminate the monthly extension of this Agreement upon giving one month's notice in writing to the other party.
- 2.2 The term of this Agreement shall extend from the 1<sup>st</sup> day of August, 2020 until the 31<sup>st</sup> day of July, 2023.

### ARTICLE 3 REMUNERATION

- 3.1 On the first day of each month during the currency of this Agreement, the Corporation agrees to pay to the Manager as compensation for its managerial services rendered under this Agreement the sum of:

Effective August 1, 2020	\$1,680.00	per month plus applicable taxes
Effective August 1, 2021	\$1,680.00	per month plus applicable taxes
Effective August 1, 2022	\$1,680.00	per month plus applicable taxes

free and clear of all costs incurred by services provided by third parties in the operation of the premises. The fee shall include all office expenses directly related to this Agreement and the performance of the duties of the Manager under it.

- Other specific projects requiring more resources than normal property management duties and outside of the described scope of work will be charged at a rate negotiated and approved by the Board of Directors payable to Pro Guard Property Management;
  - Any additional responsibility required by the regulatory authority after the signing of this agreement under the new Condo Act will be an additional cost; and
  - The manager may negotiate with the Board an additional management fee for any Reserve Fund project exceeding \$50,000.00.
- 3.2 Notwithstanding any other provision of this Agreement to the contrary, in addition to the Management fees, the Corporation shall pay to the Manager an amount equal to any and all goods and services taxes, sales taxes, value added taxes or any other taxes imposed on the Manager with respect to Management fees or any other amounts payable by the Corporation to the Manager under this Agreement, whether characterized as goods and services tax, sales tax, value added tax or otherwise (herein called "value taxes"), it being the intention of the parties that the Manager shall be fully compensated or reimbursed by the Corporation with respect to any and all value taxes payable by the Manager. The amount of value taxes payable by the Corporation shall be calculated by the Manager in accordance with the applicable legislation and shall be paid to the Manager at the same time as the amounts to which the value taxes apply are payable to the Manager under the terms of this Management Agreement or upon demand at such other time or times as the Manager may determine from time to time. Notwithstanding any other provision in this Management Agreement to the contrary, the Manager will have all the same remedies for the rights and recovery of the amount as it has for the recovery of the Management fees under the Management Agreement.

### ARTICLE 4 TERMINATION

- 4.1 Subject to the provisions of Section 4.3 hereof, either the Corporation or the Manager may terminate this Agreement, without cause, with effect as at the last day of a calendar month upon giving to the other party written notice specifying the termination date. Such notice shall be given to such other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. The Corporation shall be permitted to make payment in lieu of all or part of the notice period. This agreement shall automatically be renewed from month to month with the same terms and conditions, save for the fee payable, which fee shall be increased by an amount mutually agreed to, which will not be more than the percentage increase in the Consumer Price Index (CPI) for the month of February preceding the anniversary date of this Agreement; provided, however, that if the parties mutually agree on a fee not later than sixty (60) days before the commencement of the renewal term, the mutually agreed upon fee shall be payable.
- 4.2 The notice in Section 4.1 hereof shall be given to the other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. Upon expiration of the notice period, the Manager shall surrender to the Corporation the corporate seal, all contracts, and records of the Corporation as defined by the Condominium Act, 1998 and the by-laws of the Corporation, files and other

documents or information which may be pertinent to the continuing operation of the Property and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after the termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all the contracts, records, files and other documents or information pertaining to the Corporation.

4.3 In addition to the rights of the parties described herein, this Agreement shall terminate immediately upon the happening of any of the following events:

- (a) At the option of the Corporation, the assignment by the Manager of its contract with the Corporation or the sale of its business, or control of its business, without the approval of the Corporation; or
- (b) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or
- (c) the termination of the government of the Property by the Act; or
- (d) the Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder.

4.4 Upon termination of this Agreement:

- (a) the Manager shall as soon as possible thereafter and within 15 days after the date of effective termination pay over any balance in the Corporation's trust account managed by the Manager remaining to the credit of the Corporation (less any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;
- (b) the Manager shall forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records as defined in the Condominium Act, 1998 and the by-laws of the Corporation, other than accounting books and records, kept by the Manager in relation to the management of the Corporation, which are the property of the Corporation, or that are in the possession of any employees of the Manager, including without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks and correspondence, provided, however, that the Manager's own files relating to the Corporation shall be excluded;
- (c) all accounting books and records kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within one calendar month after the termination date, or after an audited statement, if required by either party, is presented;
- (d) the Manager shall deliver the records of the Corporation as instructed by the Corporation notwithstanding that the Manager has not received monies that the Manager believes are due and owing;
- (e) the Corporation shall assume the obligations under any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement; and
- (f) any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim

made after the termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Clause, shall survive the termination of this Agreement.

## **ARTICLE 5 GENERAL MANAGEMENT PROVISIONS**

- 5.1 The Manager hereby accepts the appointment and agrees to manage the Property on behalf of the Corporation in a faithful, expedient, diligent and honest manner.
- 5.2 The Manager acknowledges that it is familiar with the terms of the Act, the Declaration, the By-laws and the Rules of the Corporation, as well as any agreements to which the Corporation is a party.
- 5.3 The Manager fully accepts that its function is to assist the Board of Directors in the operation and administration of the Corporation and of the Property and accepts the relationship of trust and confidence established between itself, the Board of Directors, and the Owners by virtue of entering into this agreement. The Agreement Documents consist of this Agreement, the Declaration, the By-laws, the Rules, and any agreements to which the Corporation is a party.
- 5.4 With respect to commitments binding upon the Corporation, the Manager is an independent contractor, except as that relationship may be changed to that of an agent pursuant to a valid resolution of the Board of Directors or under the express terms and conditions of this Agreement, but not until the Manager has received evidence in writing of any change in its legal relationship. All contracts of the Corporation shall be executed by an authorized signing Officer (or Officers) of the Corporation unless there is an emergency or unless the Manager is specifically directed by a resolution of the Board of Directors to execute contracts on behalf of the Corporation. Without permission of the Board of Directors, the Manager shall not enter into any contract longer than the term of this Management Agreement.
- 5.5 The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, both administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations as they pertain to the operation of the Corporation and of the Property.

## **ARTICLE 6 ENFORCEMENT**

- 6.1 The Manager shall take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-laws and the Rules in accordance with standing instructions obtained by the Manager from the Board or, if these instructions are inadequate in any particular situation, in accordance with directions sought by the Manager from the President or, in the latter's absence, the Vice President; and, when directed to do so by the Board, initiate at the expense of the Corporation, proceedings through the Corporation's solicitor.

(a) Access to Units

Subject to compliance with any applicable requirement, condition or restriction imposed by the Act, the Declaration and the By-laws, the Manager, its employees and agents may enter into any unit or exclusive use area of the common elements for the purpose of carrying out the Manager's duties and responsibilities under this Agreement.

(b) Advise on Documents

The Manager shall advise and consult with the Board with respect to any possible amendments to the Corporation's Declaration or By-laws, or further by-laws or rules, which in the opinion of the Manager ought to be established to further the

harmonious and satisfactory operation of the Property for the common benefit of the Owners.

(c) Communicate Amendments

The Manager shall forthwith communicate to all owners the text and import of any amendments to the Declaration or By-laws or further by-laws or rules and any other information which the Board may request that the Manager give to the Owners, provided that any additional expenses incurred by the Manager in the performance of this duty shall be a further charge against the Corporation.

(d) Communication with Third Parties

The Manager shall receive communications from Owners, residents, mortgagees, Government agencies and other interested parties to the Corporation (which communications, when action is required by the Manager or the Board, shall be requested to be in writing except in case of emergency); to the extent that the subject matter of any communication is within the scope of the responsibilities and duties of the Manager under this Agreement, deal with and dispose, or co-ordinate the disposition, of the matter, provided, however, that any matter involving a policy decision or an interpretation of the Act, Declaration, the By-laws or the Rules shall be referred to the Board; and, refer to the Board any communications other than those which the Manager is required to receive and resolve.

(e) Emergencies

The Manager shall deal in the first instance with emergencies; it is understood and agreed by the parties hereto that the Manager shall, in its discretion reasonably exercised, determine whether any emergency exists and, if so, whether the emergency is of a minor or major nature.

## ARTICLE 7 FINANCIAL MANAGEMENT

7.1 The Manager shall provide to the Corporation all appropriate financial management services and, without limiting the generality of the foregoing, agrees to:

- (a) Collect and receive all monies payable by the owners or others to the Corporation in trust for the Corporation, and deposit same into separate trust accounts with a Chartered Bank or Trust Company, in the name of the Corporation by the Manager, with at least one (1) for operating expenses and one (1) for reserve funds. The amount deposited to the reserve fund shall be the amount allocated in the budget of the Corporation. Reserve fund monies will only be used in accordance with Section 93 of the Condominium Act, 1998.
- (b) Make timely payment of all accounts properly incurred by or on behalf of the Corporation. This includes drawing necessary cheques for payment of all expenses incurred by the Corporation in connection with all contracts to perform work or services.
- (c) Execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor.
- (d) Actively pursue the collection of unpaid common expense assessments from the Owners with a view to reducing these receivables to the minimum monthly balance and without incurring additional cost, save in those instances where legal action, including the filing of notices of lien pursuant to Section 85 of the Condominium Act, 1998 and/or issue notices to tenants if any to pay rent to the Corporation is required. It is understood that the Manager shall prepare and file the notice of lien in the appropriate Land Registry Office within the time prescribed by the Act after the date on which the Owner first defaults.

- (e) Until the Corporation shall change the same, the monthly assessments payable by the Owners shall be in accordance with the contributions to common expenses set forth in the declaration and budget. The Corporation agrees that it will not reduce the Manager's best estimate of all expenses of the operation of the Property submitted in accordance with the provisions of this Article 7 hereof, so that the amounts produced thereby are less than the amount necessary to pay all items set forth in said paragraph.
- (f) In the event that the Manager fails to serve a notice of intention to lien and register a notice of lien covering the arrears of common expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation. This provision shall survive the termination of this Agreement.
- (g) The Corporation's solicitor shall not be instructed by the Manager to commence Power of Sale or Foreclosure proceedings without obtaining the approval of the Board of Directors.
- (h) Upon receipt of a written request from any person, and receipt of the fee prescribed by regulation under the Condominium Act, 1998, prepare for execution by the Board or, where a resolution of the Board authorizes the Manager to do so, by the Manager, and under the seal of the Corporation, a certificate with respect to the unit in the form and with the contents prescribed by the regulations (a "Status Certificate") and to issue the Status Certificate within the time limit (10 days) prescribed by the Act:
  - (i) be responsible for the accuracy and completeness of all information included in a Status Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in a Status Certificate if the same results from the failure of the Board to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of the Status Certificate. The Manager shall indemnify and save the Corporation harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or omission in the information contained in a Status Certificate of which the Manager had or ought to have had knowledge; this provision shall survive the termination of this Agreement; and
  - (ii) be entitled to the fee prescribed by Regulation pursuant to the Condominium Act, 1998 for the preparation and issuance of Status Certificate and related documentation.
  - (iii) Prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors.
- (i) Be fully accountable to supervise and direct Pro Guard staff to ensure that they:
  - (i) file with the Corporation's bank or trust company the appropriate banking documentation provided by and executed by the Corporation's Directors indicating the authorized signing officers of the Corporation who shall sign all cheques drawn on the Corporation's accounts. Standing authorization may be provided by the Board to the Manager for payment of regular utilities accounts and any other accounts as may be authorized by the Board from time to time;
  - (ii) ensure all monies including N.S.F. cheque administration fees and interest collected on behalf of the Corporation shall be held in trust and be used to:

- (A) pay all accounts properly incurred by or on behalf of the Corporation;
- (B) arrange and pay for insurance in accordance with the provisions of the Act, Declaration and By-laws in amounts directed by the Board.

(j) Budget

At least two (2) months prior to the beginning of each fiscal year during the term of this contract, furnish to the Board for its approval, in writing, an estimated budget for the following year, setting forth by categories the Manager's best estimate of all expenses of the operation of the Property for the coming year, including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electricity charges, and costs of all repairs, renewals, maintenance and supervision of the Property and reserve fund contributions required by the Act. Upon request of the Board or whenever, in the opinion of the Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the Property for the then remaining portion of the current fiscal year. The Manager will at all reasonable times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the Owners under the provision of the Act, Declaration and By-laws.

(k) Financial Reporting

Be fully accountable to supervise and direct Pro Guard staff to ensure that they:

- (i) provide the Board with a nine (9) month and year-to-date itemized complete unaudited financial statements showing:
  - (A) Corporation income on an accrual basis;
  - (B) dollar amount of common expense assessment collected;
  - (C) dollar amount of expenses by category on an accrual basis, as compared with budgeted expenses;
  - (D) the names of the Owners who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency, on request;
  - (E) the names and amounts of all other delinquent accounts, on request;
  - (F) particulars of accounts, term deposits, certificates and any other instructions respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;
  - (G) particulars of significant variations from budget;
  - (H) income and expense statement;
  - (I) balance sheet;
- (ii) provide the Treasurer of the Corporation on a monthly basis with a copy of the following:
  - (A) General bank statement summary;
  - (B) Reserve Fund bank statement summary and list of Reserve Fund investments and maturity dates;
  - (C) Bank Reconciliation for the General Account;

- (D) Bank Reconciliation for the Reserve Accounts; and
  - (E) Detailed general ledger analysis.
  - (F) Complete monthly financial statements.
- (l) Be fully accountable to supervise and direct Pro Guard staff to ensure that they:
- (i) keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board no later than the sixteenth (16<sup>th</sup>) working day following the end of each month financial statements summarizing the transactions made during the month (the Manager hereby acknowledges that the books and records are the property of the Corporation); and
  - (ii) maintain at 391 First Street, Suite 301, Collingwood, Ontario, L9Y 1B3, and make available, all books and records pertaining to the operation of the Property and business of the Corporation, at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, any representative of the Board duly authorized in writing, and any Owner or his or her agent duly authorized in writing.
- (m) Owners' or Mortgagees' Statement
- Send a statement as of the date of the last monthly financial statement showing the amount of any unpaid assessments then due, interest thereon, if any, and the amount outstanding, if any, towards the owner's contribution towards common expenses and the reserve fund upon the written request of an owner or mortgagee with respect to his or her unit.

## ARTICLE 8 PHYSICAL MANAGEMENT

- 8.1 The Manager shall provide to the Corporation all appropriate physical management services and, without limiting the generality of the foregoing, shall:
- (a) Maintenance And Repair
- Arrange for the effective and economical operation, maintenance and repair of the Property (including its equipment) and the assets of the Corporation in accordance with the Act, Declaration and By-laws, including, without limiting the generality of the foregoing:
- (i) arrange for the supply, as required, of natural gas, electricity, water, t.v. services and other public utilities services;
  - (ii) carry out the duties of the Manager and the Corporation by means of employees of the Corporation and/or independent contractors as, in each instance, may be more effective or economical;
  - (iii) arrange for the repair and maintenance of all lawns, landscaped areas and roads;
  - (iv) arrange for pest control; removal of litter and garbage;
  - (v) maintain all electrical wiring, circuits, lighting fixtures in the common elements and replace light bulbs;
  - (vi) comply with the requirements and regulations of federal, provincial and municipal authorities having jurisdiction (including, without limitation, police and fire departments and the local board of health) which affect the Property and of which the Manager has been notified, including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and

interior painting, alterations and any supervision and maintenance necessary in connection with the Property; not take any action so long as the Corporation is contesting or the Board has affirmed its intention to contest any law, statute, ordinance, rule, regulation or order or any requirement pursuant thereto; and

- (vii) supervise all recreation areas and facilities, where they exist, including the regulation of the use thereof by the Owners.

(b) Insurance and Claims

- (i) obtain for submission a quotation for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Act and/or the Agreement Documents or the Board;
- (ii) unless the Board has assumed the responsibility of deciding the details of the Corporation's insurance coverage, ensure that the coverage conforms with the requirements of the Act and/or the Agreement Documents and with generally accepted practice of prudently managed condominium corporations;
- (iii) take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:

- (A) any claim by the Corporation under any of its insurance policies;
- (B) any claim by the Corporation against an Owner for damage resulting from the Owner's default in the performance of an obligation to maintain and repair; or
- (C) any other claim by or against the Corporation;

(such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence);

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

(c) Site Manager-Inspections

Provide at the Manager's own expense the services of a bonded Property Manager to inspect the common elements with a frequency to be mutually agreed upon between the Manager and the Board of Directors.

Inventory

Maintain an up-to-date list on an annual basis all inventory, equipment and chattels forming part of the assets of the Corporation including, without limiting the generality of the foregoing, all furniture, gardening equipment, cleaning equipment and supplies, and office equipment and supplies, and supply an up-to-date inventory list to the Board of Directors upon request.

(d) Preventive Maintenance

Prepare a maintenance, repair and related costs record of all major equipment, structures and chattels and safeguard all available working drawings, as built blueprints, maintenance and operating manuals for mechanical and electrical systems on the Property that have been delivered to the Manager;

(e) Construction Defects

Use best efforts to see that any building deficiency required by the Corporation to be repaired or rectified, if any, by the builder is corrected and pursue any deficiency repairs short of legal action under warranties applicable to the common elements of the Corporation.

(f) Spending Authority and Deficit Financing

- (i) the annual budget shall constitute the major control under which the Manager shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Board. Provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Board regarding the expenditure;
- (ii) it is specifically understood that the Manager does not undertake to advance any of its own funds on behalf of the Corporation, and in the event monies are not available, the Manager will not in any event be liable to perform any services which require the expenditure by it of its own funds and it will not be required to pledge its credit, and shall only be required to perform its services and make disbursements to the extent that and so long as payments received from assessments or other revenue, if any, of the Corporation shall be sufficient to pay the cost and expense of the services and the amounts of the disbursements. If it shall appear to the Manager that the assessments and other revenue, if any, of the Corporation are insufficient to pay same, the Manager shall so notify the Corporation in detail of that fact and request the Corporation to increase the monthly assessments;
- (iii) the Manager shall not authorize the rendering of any services or purchase of any item estimated to cost in excess of an amount to be stipulated by a Board resolution for any one (1) item without first obtaining the Corporation's approval to proceed. The Manager shall first obtain three (3) or more independent estimates of the cost of the work or services unless the Board instructs the Manager in writing that the independent estimates are not necessary in the circumstances. If in the Manager's opinion there exists a hazardous situation which could cause personal injury or damage to the Property of the Corporation or its equipment or contents or which could impair the value of the Owners' investment at a time when the Corporation or its representative cannot reasonably be located for the purpose of giving approval for the work, or if failure to do the work could expose either the Corporation or the Manager or both to the imposition of penalties, fines, imprisonment or any other substantial liability, then the Manager is hereby authorized to proceed with the work as in its discretion it determines to be urgently necessary for the protection and preservation of the Property of the Corporation or to protect the Owners' investment therein or to protect the Corporation or Manager from exposure to fines, penalties, imprisonment or any other substantial liability, subject, however, in each and every instance to the Act and specifically Section 123 thereof. The Manager shall in the case of a hazardous situation immediately report to the Board regarding the expenditure.

(g) Affiliates

Not engage any parent or subsidiary or any person, firm or corporation associated, affiliated or otherwise connected with it (hereinafter called "affiliate") to perform any work or services for the Corporation, unless the Manager is acting in the best interest of the Corporation and its actions do not constitute a breach of any fiduciary relationship with the Corporation, subject however to the following provisions:

- (i) where the cost of performing work or services does not exceed the sum of \$2,500.00, the Manager shall be entitled to have the work or service performed by the affiliate; and
  - (ii) any work or services to be performed, the cost of which exceeds the sum of \$2,500.00 shall not be performed by any affiliate unless the Manager has first obtained and delivered to the Board three written tenders from parties other than the affiliate and has the work performed by the affiliate at a cost as approved by the Board. The foregoing conditions shall not apply where failure to effect immediate action would result in loss of life or limb and would be likely to cause extensive damage to the Property, its equipment or contents, or property belonging to owners at a time when no representatives of the Board can reasonably be located for the giving of approval for the work, or if failure to carry out the work would result in the imposition of fines, penalties, imprisonment or any liability.
- (h) Supervision
- (i) use reasonable diligence to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or material provided in accordance with the contract; and
  - (ii) retain or cause to be retained holdbacks required by the Construction Lien Act, R.S.O. 1990 and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of the work, inform the Board and forthwith take all necessary steps to have the same removed and discharged.
- (i) Management Staff
- Provide that an experienced property Manager be located on the Corporation's premises. The Manager shall have R.C.M.
- Also, the Manager shall keep the Board advised of the telephone number or numbers at which an agent or employee of the Manager may be reached at any time during normal business hours in respect of any infraction of the Act, the Declaration, the By-laws, the Rules or any other policies or directives of the Board, or at any time during the day or night in respect of any emergency involving the property. The Manager will make all arrangements to deal promptly with the infractions and immediately deal with any emergency arising in connection with the maintenance and operation of the Property of the Corporation.
- (j) Building Attendance
- One (1) full-time/part-time Property Manager and/or one (1) Assistant Manager shall attend to the business of the Corporation. The Manager shall visit the Property a minimum of 1 day per week and for a duration as mutually agreed upon by the property Manager and the Board:
- (k) Meeting Attendance

Provide, at the Manager's own expense, services of the Property Manager to attend all Board meetings and all meetings of Owners called pursuant to the Act. When specifically requested by the Board, provide at the expense of the Corporation, any additional services which the Corporation may require, including scheduling and arranging of facilities for all annual, general, or special meetings of the members of the Corporation, and attendance at the meetings of a recording secretary or any other staff necessary to operate and manage ballots, all at a cost to be mutually agreed upon in advance.

(l) Register

Maintain, at the Corporation's expense, a computerized register in accordance with the Act; use best efforts to keep an up-to-date record of the names and addresses of all unit Owners, those mortgagees who have notified the Corporation of their entitlement to vote and of any tenants about which the Corporation has been notified in accordance with S.83 or other occupants of which the Manager has knowledge (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit); and provide on an annual basis an updated list of Owners, residents, tenants and mortgagees, record the information shown in the register and, on a monthly basis as part of the Manager's monthly report to the Board, on request, a list of the changes among Owners, residents and tenants that have occurred in the preceding months.

(m) Alternative Arrangements

Attempt to make alternative arrangement to ensure that normal maintenance of property services and equipment proceeds on schedule where the services may be disrupted by a strike or lock-out, or by negotiations with trade unions with respect to the Manager's employees or employees of its affiliates or subsidiaries;

(n) Manager's Report

(i) present to the Board at each regularly scheduled Board meeting a written Manager's Report, to serve as a form of communication from the Manager to the Board, which Manager's Report shall reflect, without limitation the directives of the Board to the Manager and show the actions of the Manager with respect to the directives of the Board;

(ii) forthwith report to the Board together with any minor emergencies or persistent, flagrant or serious violations of the Act, Declaration, By-laws or Rules; and

(iii) report to the Board any changes in employees of the Corporation.

(o) Occurrence Report

(i) deliver to the Board an Occurrence Report in respect of any significant accident, emergency, break-down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Board; and follow up the occurrence so reported by informing the Board of the disposition of the occurrence or as the Board may require.

(p) Additional Costs

(i) Unless otherwise specified herein, the management services specified above shall be provided within the fee specified, but the Manager shall be entitled to reimbursement for mailing costs of notices and for reproduction and/or distribution costs incurred whenever the Corporation shall require that additional and/or duplicate records and/or information be provided to anyone other than the Board of Directors. No other disbursements shall be made by the Corporation to the Manager except where authorization has

previously been granted by the Board in writing for services or expenses incurred by the Manager on behalf of, or as specifically requested by, the Corporation through its duly authorized representatives. In respect of all matters for which the Manager claims to have the right to charge an additional or extra fee, no additional or extra fee shall be chargeable for any service or extra service unless the Corporation or its Treasurer from time to time is notified in advance that an extra charge will be made for the extra service and unless after notice is given that the work or service is satisfactorily completed and approved by the Board of Directors.

- (ii) Additional fees for additional services can be charged provided the Corporation is notified in advance and agrees to the charge. The Manager will be reimbursed for reproduction and distribution costs whenever the Corporation asks that information be provided to anyone other than the Board of Directors.
- (q) Privacy
  - (i) Monitor implementation of the Corporation's privacy policy and work with the Board of Directors to develop practices and procedures to ensure that the Corporation is complying with its obligations under the Personal Information Protection and Electronic Documents Act ("PIPEDA") with respect to the collection, use and disclosure of personal information and to ensure that the Corporation obtains confidentiality covenants from all third party service providers in which those providers covenant to comply with PIPEDA with respect to personal information obtained about owners and residents of the Corporation and work with the Board to develop practices and procedures to ensure that the Corporation is in compliance with this obligation under PIPEDA.

## **ARTICLE 9 DUTIES OF CORPORATION**

### **9.1 The Corporation shall:**

- (a) co-operate with the Manager to the extent required to perform expeditiously and economically the management services required under this Agreement, and provide the Manager with evidence and authority by way of certified copies of resolutions or otherwise, and any specific directions as the Manager may reasonably require.
- (b) deliver to the Manager copies of the Declaration, By-laws and Rules together with any written policies and directives of the Board of Directors, and amendments thereto.
- (c) provide at the expense of the Corporation any plans, drawings specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, provided, however, that the Board or its designated representative from time to time shall authorize retaining the assistance before any expense is incurred therefor.
- (d) reimburse the Manager promptly for any monies which the Manager may elect to advance for the account of the Corporation, it being agreed that nothing contained herein shall be construed to obligate the Manager to make any advance.

## **ARTICLE 10 INDEMNIFICATION**

- 10.1 During and after the termination of this Agreement, the Manager shall indemnify and save the Corporation completely free and harmless from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees incurred during the term of this Agreement by reason of the negligence of the Manager or any of its employees and the Manager agrees to carry comprehensive and professional liability insurance and to provide the Corporation with a Certificate of Insurance prior to

the effective date of this Agreement and thereafter annually as evidence that it is maintaining liability and blanket insurance for the purposes of indemnifying the Corporation pursuant to this Agreement, showing a limit of not less than one million dollars (\$1,000,000.00) inclusive. The Manager agrees to provide the Corporation with at least thirty (30) days prior written notice of cancellation or any material changes in the provisions of its insurance policy.

- 10.2 All employees of the Manager working at the Property will be covered by a fidelity bond for a minimum amount of \$25,000.00 in the name and at the expense of the Manager and the Manager will take reasonable steps to ensure the competency and integrity of non-affiliated companies engaged to perform work at the Property. The Manager will provide evidence of said bond prior to the contract becoming effective and annually thereafter as long as this Agreement is in force. The fidelity bond shall not be terminated by either the insurer or the Manager unless sufficient prior notice of cancellation has been delivered by Registered Mail to the Corporation, all members of the Board and, if applicable, to the Corporation's auditors.
- 10.3 Subject to subsection 10.1, the Corporation agrees to indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected with the Property and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof; except in the case of negligence, or willful damage or injury on the part of or caused by the Manager, its servants or agents, in which case all costs, damages, injury and liability shall be borne exclusively by the Manager. It is further provided that nothing contained in this subparagraph shall release the Manager or its employees, or agents, from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained.

#### **ARTICLE 11 PRIVACY**

- 11.1 The Manager represents and warrants to the Corporation that it will fully comply with its obligations under all applicable privacy laws including the Personal Information Protection and Electronic Documents Act, with respect to the collection, use and disclosure of personal information relating to the owners and residents of the Corporation.

#### **ARTICLE 12 NOTICE**

- 12.1 All notices required or permitted to be given hereunder shall be sufficiently given:
- (a) to the Corporation if signed by or on behalf of the Manager, and delivered or mailed by prepaid registered post addressed to the Corporation at its registered address for service;
  - (b) to the Manager if signed by or on behalf of the Corporation and delivered or mailed by prepaid registered post to the Manager at its last known address or by electronic transmission and
  - (c) all notices shall be deemed to have been received on the date of delivery if delivered by personal service, facsimile transmission or electronic transmission or on the third business day following the date of the mailing as the case may be.

#### **ARTICLE 13 PLURAL INVALIDITY**

- 13.1 Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural.
- 13.2 If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and the remaining portions shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated, and it is hereby

declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any portion thereof that might be declared invalid.

**ARTICLE 14  
ASSIGNMENT**

- 14.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns subject to the proviso that it shall not be assigned by either party without the written consent of the other party.

**ARTICLE 15  
ENTIRE AGREEMENT**

- 15.1 This Agreement constitutes the entire agreement between the Manager and the Corporation and it is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than expressed herein.

**ARTICLE 16  
EXECUTION**

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seals under the hands of their proper officers in that behalf

Dated this 11<sup>th</sup> day of MAY, 2020.

**GREY STANDARD CONDOMINIUM  
CORPORATION NO. 83**

Per: Alison Carey  
President

Per: Salma Barbieri  
~~Secretary~~ Treasurer

**970029 O/A PRO GUARD PROPERTY  
MANAGEMENT**

Per: [Signature]  
President

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the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million (1990–1999) and is projected to increase by a further 1.5 million by 2010 (Office of National Statistics 2000). The number of people aged 65 and over is projected to increase by 2.5 million by 2020 (Office of National Statistics 2000).

There is a growing awareness of the need to develop strategies to meet the needs of the ageing population. The Department of Health (1999) has identified the need to develop a 'new paradigm' for the care of the elderly. This paradigm is based on the principle of 'active ageing', which is the process of maintaining and enhancing the functional ability of older people to live independently and to participate in society (Department of Health 1999).

The Department of Health (1999) has identified a number of key areas for action in order to achieve the goal of 'active ageing'. These include: (1) the need to improve the health and well-being of older people; (2) the need to improve the social and economic conditions of older people; (3) the need to improve the housing and living conditions of older people; and (4) the need to improve the services and support available to older people.

The Department of Health (1999) has also identified a number of key areas for action in order to improve the health and well-being of older people. These include: (1) the need to improve the physical health of older people; (2) the need to improve the mental health of older people; (3) the need to improve the social and economic conditions of older people; and (4) the need to improve the housing and living conditions of older people.

The Department of Health (1999) has also identified a number of key areas for action in order to improve the social and economic conditions of older people. These include: (1) the need to improve the income of older people; (2) the need to improve the housing and living conditions of older people; and (3) the need to improve the services and support available to older people.

The Department of Health (1999) has also identified a number of key areas for action in order to improve the housing and living conditions of older people. These include: (1) the need to improve the quality of housing for older people; (2) the need to improve the accessibility of housing for older people; and (3) the need to improve the services and support available to older people.

The Department of Health (1999) has also identified a number of key areas for action in order to improve the services and support available to older people. These include: (1) the need to improve the quality of care for older people; (2) the need to improve the accessibility of services for older people; and (3) the need to improve the services and support available to older people.

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# CONTRACT FOR YEAR ROUND GROUNDS MAINTENANCE

(Herein called the "contract")

Between

**GREY CONDOMINIUM CORPORATION No. 83**

(Herein called the "Corporation")

and

**SIMONS OUTDOOR CONTRACTING**

(Herein called the "Contractor")

## AREA TO BE SERVICED

The area for the prescribed work is to be at the following units:

25 Beaver Street South and 27 Beaver Street South in Thornbury

## TERM

The term of this contract shall be from April 1, 2020 to March 31, 202<sup>3</sup>~~1~~.

## INSURANCE

The Contractor will carry the following insurance policy with a minimum of \$5 million inclusive limits and will provide Pro Guard Property Management with a Certificate of Insurance prior to the commencement of the contract.

Insurance will consist of:

1. Comprehensive General Liability Insurance Policy in the name of the Contractor.
2. Standard Owners Form Automobile Policy covering all licensed vehicles owned and operated by the Contractor.

The Contractor will also provide insurance naming the Corporation as an additional insured.

## WSIB

The Contractor shall carry Workers' Compensation coverage, as required by law, for the protection of those persons employed by the Contractor and shall provide ProGuard Management with a copy of a letter of clearance.

## HEALTH AND SAFETY AND LEGISLATIVE COMPLIANCE


The Contractor, its employees and sub-contractors will take all possible safety precautions and ensure that the units and common elements are kept free of hazards at all times. The Contractor will ensure that all work must be completed in accordance with the Occupational Health and Safety Act, WHMIS requirements, and all federal, provincial, and municipal laws.

## TERMINATION

It is understood and agreed that either party may terminate this contract upon thirty (30) days notice in writing to the other. In the event of non-performance, it is understood and agreed that the Corporation may terminate this contract in writing by the Contractor as determined by the Corporation and/or its authorized agents, in their sole discretion.

## NOTIFICATION AND APPROVAL

The Contractor must immediately notify Management of any damages and/or accidents to any property or individual. No repairs are to be undertaken without the prior notification and approval of Management.

Initialed by Contractor 

Initialed by Corporation 

Schedule 'A' (Spring, Summer, and Fall Landscaping Specifications) and Schedule 'B' (Winter Specifications) attached hereto shall form an integral part of this agreement.

#### REMUNERATION

The total cost for the services described herein shall be Twenty One Thousand, Two Hundred and Eighty Nine dollars and Eight cents (\$21,289.08) inclusive of all applicable taxes, made payable in monthly payments at the end of each month of service provided in the amount of \$1,774.09, subject to the conditions of this contract. This price is for the first year of service which will run from April 1, 2020 to March 31, 2021.

Years 2 and 3 will be increased based on an amount agreed to by both parties, not to exceed the cost of living allowance increase (COLA).

	Annual	HST	Total Annual	Monthly Cost (Incl. HST)
Effective April 1, 2020:	\$18,839.90	\$2,449.18	\$21,289.08	\$1,774.09
Effective April 1, 2021:	\$ _____	\$ _____	\$ _____	\$ _____
Effective April 1, 2022:	\$ _____	\$ _____	\$ _____	\$ _____

DATED AT THORN BURY, ON this 31<sup>ST</sup> day of MARCH, 2020

CONTRACTOR: SIMONS OUTDOOR CONTRACTING CORPORATION: GSCC 83  
INC

PER: KEVIN SIMONS  
(NAME)

SIGNATURE: [Signature]  
(SIGNATURE)  
I have the authority to bind the Corporation.

PER: ALISON CAREY  
(NAME)

SIGNATURE: [Signature]  
(SIGNATURE)  
I have the authority to bind the Corporation.

PER: Gillian Rice  
(NAME)

SIGNATURE: [Signature]  
(SIGNATURE)  
I have the authority to bind the Corporation. on behalf of GSCC83

ADDRESS OF SERVICE FOR THE CONTRACTOR:

Simons Outdoor Contracting Inc.  
519-377-8744

ADDRESS OF SERVICE FOR THE CORPORATION:

c/o Pro Guard Management  
391 First Street, Suite 301  
Collingwood, ON L9Y 1B3  
Telephone No.: 705-445-6383

Initialed by Contractor [Signature]

Initialed by Corporation AC

## SCHEDULE A

### SPRING, SUMMER AND FALL SPECIFICATIONS

#### 1. General

- a. No motorized equipment to be operated before 8:00 a.m.
- b. Contractor to ensure that the property looks clean, trim and healthy during the entire maintenance period.
- c. Any and all debris resulting from work done by the Contractor on the property shall be removed and disposed of by the Contractor each day.
- d. Pick up and dispose of normal accumulated litter from all lawn and plant bed areas, once per week, or more often if required by the property manager.
- e. Cultivate and edge garden beds and tree wells every two weeks, maintain weed-free all bare areas of soil in beds, borders, tree wells, etc. Weeds growing in mulched areas are to be removed. Care is to be taken not to damage planted material.
- f. Remove all dead plant material, (except any trees, hedges and shrubs that are over 8' in height) after notifying the management company to ascertain whether or not replacements are required.

#### 2. Spring Clean-Up

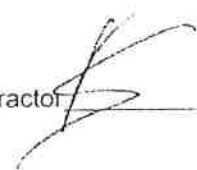
- a. All lawn and planting bed areas are to be free of all debris, lawns are to be raked or power swept, to remove dead grass. Power sweep all parking areas and roads to remove any winter debris, sand, salt etc.
- b. Sod or top dress (soil and seed) to repair plow/salt damages. Planting beds to be cleaned of winter debris and cultivated. Areas covered with mulch are to have weeds removed. Winter damage cleanup work is to be completed by April 30<sup>th</sup>, weather permitting. The Contractor will remove and dispose of all debris off site.

#### 3. Trees and Shrubs Beds

- a. All trees and shrubs to be checked regularly and where necessary tighten and straighten ties and/or stakes.
- b. All trees and shrubs to have dead, diseased and damaged material and all sucker growth are to be removed. After pruning, all plants should maintain a natural growth type appearance. Do not damage lead branches. Prune roses (except climbers) to within 4 to 6 inches of ground level in March or April. Remove all two year plus canes from climbing roses in March or April. Trees to be pruned up to 8 feet above ground level.
- c. When pruning, employ clean, sharp tools; make cuts smooth and sloping, parallel to the main branches and 1/4 inch beyond the branch collar. Do not leave little stumps on trunks or main branches.
- d. Trim all hedges by removing all new growth to produce even tops and sides. Hedge bases should always be as wide as or wider than the top.
- e. If agreed to, all upright growing junipers and cedars are to have their branches secured to prevent snow damage. No plastic sheeting to be used without approval of the manager.
- f. If agreed to, all rhododendrons are to be covered with burlap for three winters after planting.
- g. All tree well areas are to be cultivated by loosening the soil without disturbing roots at least once every two weeks.

#### 4. Annuals

- a. As flowers die, the seedheads of geraniums, cannas, hibiscus and snapdragons are to be removed.
- b. Remove plants from beds and planters as soon as frosted.

Initialed by Contractor 

Initialed by Corporation 

**5. Herbaceous Perennials and Bulbs**

- a. With varieties that die down to ground level in the fall, the leaves and stems, where they have turned fully yellow or brown, are to be cut down to 2 inches above the soil.
- b. As the flowers die, the seedheads are to be removed leaving the foliage intact.

**6. Watering**

- a. Not included in this contract, separate arrangements may be requested by the manager. Pricing to be determined at that time.

**7. Lawns**

- a. In April, rake or power sweep lawn area, loosen matted grass and remove excess dead vegetation, leaves, debris, etc.
- b. Weekly cutting May 1<sup>st</sup> to October 31<sup>st</sup> after removal of all litter and debris of all grassed areas to maintain turf at a minimum height of 6.5 to 8 centimeters.
- c. Immediately after lawn mowing is completed, there are to be no excessive grass clippings left on lawn areas, patios, walkways, parking lots, etc.
- d. Trim every week, bed edges and all grassed areas where excessive growth would spoil the well-kept appearance of the property.
- e. All grassed areas are to be edged along all walk ways and paved areas at least once per year, or more often as required.

**8. Lawn Fertilizing Program**

- a. Not included in this contract, separate arrangements may be requested by the manager. Pricing to be determined at that time.

**9. Weed, Insect and Disease Control**

- a. Not included in this contract, separate arrangements may be requested by the manager. Pricing to be determined at that time.
- a. If a complete pest control spray is necessary, the contractor will obtain pricing and contact management for approval before proceeding. This spray will be considered an extra.

**10. Fall Clean-Up**

- a. All lawn and planting bed areas will be cleaned up as in the spring clean-up, with a minimum of leaves or debris being left on grassed areas over the winter.
- b. Dig all annual flowerbeds. Where remnants of annuals or other vegetative materials can be buried without damaging roots of shrubs, bulbs, etc., they are to be dug into the soil. Otherwise, excessive and dead vegetative material is to be removed from the site.
- c. All ornamental grasses are to be cut back to a height of 4 - 6 inches from the ground.
- d. All fallen leaves will be removed from the site.

**11. Non-Performance/Damage**

- a. In the event of non-performance on the part of the Contractor for any work specified in this contract GSCC # 83 via Pro Guard Management will appoint another Contractor to perform the service(s), for which the Contractor was obligated to perform within the contract. The resulting costs will be deducted from the contract price.
- b. The Contractor will be responsible for any damage or injury to persons, animals or property including, but not limited to, signage, trees, curbs, railings, retaining walls, building components, vehicles, if caused by himself, his staff or equipment during the performance of his duties or in the event of failure to perform his duties under this contract. All problems including accidents, personal injury or damage to vehicles or site components shall be reported to the Property Manager before days end the date of the occurrence.

Initialed by Contractor



Initialed by Corporation



## SCHEDULE B

### WINTER SPECIFICATIONS

#### 1. Priority Snow Plowing

- a. A system may be put into effect by the management company, whereby snow, would be removed from full-time homeowner's residences first.

#### 2. Snow Plowing

- a. The Contractor shall commence snowplowing operations without call (inclusive of Sundays and all Holidays) whenever there is an accumulation of 5cm of snow, sleet, freezing rain, etc. Shoveling will not commence between the hours of 12:00 a.m. and 6:00 a.m. unless otherwise directed by the Property Manager.
- b. The main snow plowing operation is to be completed between the hours of 7:00 a.m. and 1:00 p.m. unless otherwise directed by the Property Manager.
- c. The Contractor will clear the snow from all traffic areas without limiting the generality of the foregoing; such traffic areas shall include all entrances, exits, parking lots, driveways, roadways, sidewalks, front walkways, all stairways, front balconies and front storage compartments if necessary.
- d. After a major or continuous snowfall, where there is less than four hours plowing time remaining, only all entrances, exits, parking lots and driveways/roadways will be cleared. However, if there is insufficient time to complete this, every attempt to execute a complete plow will be made.
- e. In the event of a prolonged or continuous snowfall, during the hours from 7:00 a.m. and 7:00 p.m., the Contractor shall provide usable parking space and keep all entrances, exits, driveways/aisles to parking areas usable and clear of snow during the above stated hours.
- f. The license plate number of any cars parked in the fire routes and main roadways will be given to the Property Manager. A return visit will be made following a storm to ensure a clean site.
- g. The Contractor will apply salt and sand mixture when necessary on all asphalt areas. Environmentally safe ice melt will be applied on all walkways, patio stones, concrete, or like materials, or when instructed by management in order to maintain a safe site.
- h. The Contractor will, on a weekly basis remove any litter on site that is visible during the winter months or when instructed by the property manager.
- i. The Contractor will remove all snow from around fire hydrants and mailboxes. Snow will be deposited only in unused areas of the property where pedestrian traffic will not be hampered. Such areas will be designated by the Property Manager.

#### 3. Inspections

- a. The Contractor will make routine inspections of the property in case of drifting snow and/or icing conditions.

#### 4. Non-Performance/Damage

- a. In the event of non-performance on the part of the Contractor for any work specified in this contract GSCC # 83 via Pro Guard Management will appoint another Contractor to perform the service(s), for which the Contractor was obligated to perform within the contract. The resulting costs will be deducted from the contract price.
- b. The Contractor will be responsible for any damage or injury to persons, animals or property including, but not limited to, signage, trees, curbs, railings, retaining walls, building components, vehicles, if caused by himself, his staff or equipment during the performance of his duties or in the event of failure to perform his duties under this contract. All problems including accidents, personal injury or damage to vehicles or site components shall be reported to the Property Manager before days end the date of the occurrence.

#### 5. Materials Provided in this Contract:

- a. Salt, deicer and sand

Initialed by Contractor

Initialed by Corporation



## MANAGEMENT AGREEMENT

**BETWEEN:**

### **SHARED SERVICES – FAR HILLS CLUBHOUSE**

(hereinafter called the “Corporation”)

OF THE FIRST PART

- and -

### **970029 O/A PRO GUARD PROPERTY MANAGEMENT**

(hereinafter called the “Manager”)

OF THE SECOND PART

**WHEREAS** the Corporation has been created pursuant to the Condominium Act, S.O. 1998, c.19, or any successor thereto and the Regulations made thereunder (the Act and Regulations are hereinafter referred to as “the Act”);

**AND WHEREAS** the Corporation is desirous of having the Manager manage the property and assets of the Corporation (hereinafter called the “Property”) and the Manager is desirous of doing so, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE THIS INDENTURE WITNESSETH** that, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree each with the other as follows:

### **ARTICLE 1 DEFINITIONS**

- 1.1 Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the Act and the regulations made thereunder. Any reference to the Declaration, the By-Laws, the Rules or the Reciprocal Agreement (if any) is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefor up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement.

### **ARTICLE 2 TERM**

- 2.1 The Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent (subject to the overall control of the Corporation and to the specific provisions hereof) to manage the Property for a period of three years (3) years commencing on the sixteenth day of June (the “Commencement Date”), unless terminated in accordance with Article 4 hereof, and for the purpose hereof, to act in the name of the Corporation in the carrying out of the duties of the Manager as herein set out. If the term of this Agreement expires and the Manager continues to perform its duties herein, notwithstanding the expiry of the said term, this Agreement shall be deemed to have been extended from month to month and the Corporation shall compensate the Manager upon the same terms and conditions as herein contained and either party herein may terminate the monthly extension of this Agreement upon giving one month’s notice in writing to the other party.
- 2.2 The term of this Agreement shall extend from the 15<sup>th</sup> day of June, 2018, until the 30<sup>th</sup> day of June, 2021.

### ARTICLE 3 REMUNERATION

- 3.1 On the first day of each month during the currency of this Agreement, the Corporation agrees to pay to the Manager as compensation for its managerial services rendered under this Agreement the sum of:

Effective July 1, 2018	\$ 395.00 per month plus applicable taxes
Effective July 1, 2019	\$ 406.85 per month plus applicable taxes
Effective July 1, 2020	\$ 419.05 per month plus applicable taxes

free and clear of all costs incurred by services provided by third parties in the operation of the premises. The fee shall include all office expenses directly related to this Agreement and the performance of the duties of the Manager under it.

- 3.2 Notwithstanding any other provision of this Agreement to the contrary, in addition to the Management fees, the Corporation shall pay to the Manager an amount equal to any and all goods and services taxes, sales taxes, value added taxes or any other taxes imposed on the Manager with respect to Management fees or any other amounts payable by the Corporation to the Manager under this Agreement, whether characterized as goods and services tax, sales tax, value added tax or otherwise (herein called "value taxes"), it being the intention of the parties that the Manager shall be fully compensated or reimbursed by the Corporation with respect to any and all value taxes payable by the Manager. The amount of value taxes payable by the Corporation shall be calculated by the Manager in accordance with the applicable legislation and shall be paid to the Manager at the same time as the amounts to which the value taxes apply are payable to the Manager under the terms of this Management Agreement or upon demand at such other time or times as the Manager may determine from time to time. Notwithstanding any other provision in this Management Agreement to the contrary, the Manager will have all the same remedies for the rights and recovery of the amount as it has for the recovery of the Management fees under the Management Agreement.

### ARTICLE 4 TERMINATION

- 4.1 Subject to the provisions of Section 4.3 hereof, either the Corporation or the Manager may terminate this Agreement, without cause, with effect as at the last day of a calendar month upon giving to the other party written notice specifying the termination date. Such notice shall be given to such other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. The Corporation shall be permitted to make payment in lieu of all or part of the notice period. This agreement shall automatically be renewed from month to month with the same terms and conditions, save for the fee payable, which fee shall be increased by an amount mutually agreed to, which will not be more than the percentage increase in the Consumer Price Index (CPI) for the month of February preceding the anniversary date of this Agreement; provided, however, that if the parties mutually agree on a fee not later than sixty (60) days before the commencement of the renewal term, the mutually agreed upon fee shall be payable.
- 4.2 The notice in Section 4.1 hereof shall be given to the other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. Upon expiration of the notice period, the Manager shall surrender to the Corporation the corporate seal, all contracts, and records of the Corporation as defined by the Condominium Act, 1998 and the by-laws of the Corporation, files and other documents or information which may be pertinent to the continuing operation of the Property and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after the termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all the contracts, records, files and other documents or information pertaining to the Corporation.
- 4.3 In addition to the rights of the parties described herein, this Agreement shall terminate immediately upon the happening of any of the following events:

- (a) At the option of the Corporation, the assignment by the Manager of its contract with the Corporation or the sale of its business, or control of its business, without the approval of the Corporation; or
- (b) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or
- (c) the termination of the government of the Property by the Act; or
- (d) the Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder.

4.4 Upon termination of this Agreement:

- (a) the Manager shall as soon as possible thereafter and within 15 days after the date of effective termination pay over any balance in the Corporation's trust account managed by the Manager remaining to the credit of the Corporation (less any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;
- (b) the Manager shall forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records as defined in the Condominium Act, 1998 and the by-laws of the Corporation, other than accounting books and records, kept by the Manager in relation to the management of the Corporation, which are the property of the Corporation, or that are in the possession of any employees of the Manager, including without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks and correspondence, provided, however, that the Manager's own files relating to the Corporation shall be excluded;
- (c) all accounting books and records kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within one calendar month after the termination date, or after an audited statement, if required by either party, is presented;
- (d) the Manager shall deliver the records of the Corporation as instructed by the Corporation notwithstanding that the Manager has not received monies that the Manager believes are due and owing;
- (e) the Corporation shall assume the obligations under any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement; and
- (f) any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after the termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Clause, shall survive the termination of this Agreement.

**ARTICLE 5**  
**GENERAL MANAGEMENT PROVISIONS**

- 5.1 The Manager hereby accepts the appointment and agrees to manage the Property on behalf of the Corporation in a faithful, expedient, diligent and honest manner.

- 5.2 The Manager acknowledges that it is familiar with the terms of the Act, the Declaration, the By-laws and the Rules of the Corporation, as well as any agreements to which the Corporation is a party.
- 5.3 The Manager fully accepts that its function is to assist the Board of Directors in the operation and administration of the Corporation and of the Property and accepts the relationship of trust and confidence established between itself, the Board of Directors, and the Owners by virtue of entering into this agreement. The Agreement Documents consist of this Agreement, the Declaration, the By-laws, the Rules, and any agreements to which the Corporation is a party.
- 5.4 With respect to commitments binding upon the Corporation, the Manager is an independent contractor, except as that relationship may be changed to that of an agent pursuant to a valid resolution of the Board of Directors or under the express terms and conditions of this Agreement, but not until the Manager has received evidence in writing of any change in its legal relationship. All contracts of the Corporation shall be executed by an authorized signing Officer (or Officers) of the Corporation unless there is an emergency or unless the Manager is specifically directed by a resolution of the Board of Directors to execute contracts on behalf of the Corporation. Without permission of the Board of Directors, the Manager shall not enter into any contract longer than the term of this Management Agreement.
- 5.5 The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, both administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations as they pertain to the operation of the Corporation and of the Property.

#### ARTICLE 6 ENFORCEMENT

- 6.1 The Manager shall take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-laws and the Rules in accordance with standing instructions obtained by the Manager from the Board or, if these instructions are inadequate in any particular situation, in accordance with directions sought by the Manager from the President or, in the latter's absence, the Vice President; and, when directed to do so by the Board, initiate at the expense of the Corporation, proceedings through the Corporation's solicitor.
- (a) Advise on Documents
- The Manager shall advise and consult with the Board with respect to any possible amendments to the Corporation's Declaration or By-laws, or further by-laws or rules, which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property for the common benefit of the Owners.
- (b) Communicate Amendments
- The Manager shall forthwith communicate to all owners the text and import of any amendments to the Declaration or By-laws or further by-laws or rules and any other information which the Board may request that the Manager give to the Owners, provided that any additional expenses incurred by the Manager in the performance of this duty shall be a further charge against the Corporation.
- (c) Communication with Third Parties
- The Manager shall receive communications from Owners, residents, mortgagees, Government agencies and other interested parties to the Corporation (which communications, when action is required by the Manager or the Board, shall be requested to be in writing except in case of emergency); to the extent that the subject matter of any communication is within the scope of the responsibilities

and duties of the Manager under this Agreement, deal with and dispose, or co-ordinate the disposition, of the matter, provided, however, that any matter involving a policy decision or an interpretation of the Act, Declaration, the By-laws or the Rules shall be referred to the Board; and, refer to the Board any communications other than those which the Manager is required to receive and resolve.

(d) Emergencies

The Manager shall deal in the first instance with emergencies; it is understood and agreed by the parties hereto that the Manager shall, in its discretion reasonably exercised, determine whether any emergency exists and, if so, whether the emergency is of a minor or major nature.

**ARTICLE 7  
FINANCIAL MANAGEMENT**

7.1 The Manager shall provide to the Corporation all appropriate financial management services and, without limiting the generality of the foregoing, agrees to:

- (a) Collect and receive all monies payable by the owners or others to the Corporation in trust for the Corporation, and deposit same into separate trust accounts with a Chartered Bank or Trust Company, in the name of the Corporation by the Manager, with at least one (1) for operating expenses and one (1) for reserve funds. The amount deposited to the reserve fund shall be the amount allocated in the budget of the Corporation. Reserve fund monies will only be used in accordance with Section 93 of the Condominium Act, 1998.
- (b) Make timely payment of all accounts properly incurred by or on behalf of the Corporation. This includes drawing necessary cheques for payment of all expenses incurred by the Corporation in connection with all contracts to perform work or services.
- (c) Execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor.
- (d) Actively pursue the collection of unpaid common expense assessments from the Owners with a view to reducing these receivables to the minimum monthly balance and without incurring additional cost, save in those instances where legal action, including the filing of notices of lien pursuant to Section 85 of the Condominium Act, 1998 and/or issue notices to tenants if any to pay rent to the Corporation is required. It is understood that the Manager shall prepare and file the notice of lien in the appropriate Land Registry Office within the time prescribed by the Act after the date on which the Owner first defaults.
- (e) Until the Corporation shall change the same, the monthly assessments payable by the Owners shall be in accordance with the contributions to common expenses set forth in the declaration and budget. The Corporation agrees that it will not reduce the Manager's best estimate of all expenses of the operation of the Property submitted in accordance with the provisions of this Article 7 hereof, so that the amounts produced thereby are less than the amount necessary to pay all items set forth in said paragraph.
- (f) In the event that the Manager fails to serve a notice of intention to lien and register a notice of lien covering the arrears of common expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation. This provision shall survive the termination of this Agreement.
- (g) The Corporation's solicitor shall not be instructed by the Manager to commence Power of Sale or Foreclosure proceedings without obtaining the approval of the Board of Directors.

- (h) Upon receipt of a written request from any person, and receipt of the fee prescribed by regulation under the Condominium Act, 1998, prepare for execution by the Board or, where a resolution of the Board authorizes the Manager to do so, by the Manager, and under the seal of the Corporation, a certificate with respect to the unit in the form and with the contents prescribed by the regulations (a "Status Certificate") and to issue the Status Certificate within the time limit (10 days) prescribed by the Act:
  - (i) be responsible for the accuracy and completeness of all information included in a Status Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in a Status Certificate if the same results from the failure of the Board to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of the Status Certificate. The Manager shall indemnify and save the Corporation harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or omission in the information contained in a Status Certificate of which the Manager had or ought to have had knowledge; this provision shall survive the termination of this Agreement; and
  - (ii) be entitled to the fee prescribed by Regulation pursuant to the Condominium Act, 1998 for the preparation and issuance of Status Certificate and related documentation.
  - (iii) Prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors.
- (i) Be fully accountable to supervise and direct Corporation staff to ensure that they:
  - (i) file with the Corporation's bank or trust company the appropriate banking documentation provided by and executed by the Corporation's Directors indicating the authorized signing officers of the Corporation who shall sign all cheques drawn on the Corporation's accounts. Standing authorization may be provided by the Board to the Manager for payment of regular utilities accounts and any other accounts as may be authorized by the Board from time to time;
  - (ii) ensure all monies including N.S.F. cheque administration fees and interest collected on behalf of the Corporation shall be held in trust and be used to:
    - (A) pay all accounts properly incurred by or on behalf of the Corporation;
    - (B) arrange and pay for insurance in accordance with the provisions of the Act, Declaration and By-laws in amounts directed by the Board.
- (j) Budget

At least two (2) months prior to the beginning of each fiscal year during the term of this contract, furnish to the Board for its approval, in writing, an estimated budget for the following year, setting forth by categories the Manager's best estimate of all expenses of the operation of the Property for the coming year, including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electricity charges, and costs of all repairs, renewals, maintenance and supervision of the Property and reserve fund contributions required by the Act. Upon request of the Board or whenever, in the opinion of the Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a

supplementary budget covering the expenses of the operation of the Property for the then remaining portion of the current fiscal year. The Manager will at all reasonable times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the Owners under the provision of the Act, Declaration and By-laws.

(k) Financial Reporting

Be fully accountable to supervise and direct Corporation staff to ensure that they:

- (i) provide the Board with a nine (9) month and year-to-date itemized unaudited financial statements showing:
  - (A) Corporation income on an accrual basis;
  - (B) dollar amount of common expense assessment collected;
  - (C) dollar amount of expenses by category on an accrual basis, as compared with budgeted expenses;
  - (D) the names and amounts of all other delinquent accounts, on request;
  - (E) particulars of accounts, term deposits, certificates and any other instructions respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;
  - (F) particulars of significant variations from budget;
  - (G) income and expense statement;
  - (H) balance sheet;
- (ii) provide the Treasurer of the Corporation on a monthly basis with a copy of the following:
  - (A) General bank statement summary;
  - (B) Reserve Fund bank statement summary and list of Reserve Fund investments and maturity dates;
  - (C) Bank Reconciliation for the General Account;
  - (D) Bank Reconciliation for the Reserve Accounts; and
  - (E) Detailed general ledger analysis.

(l) Be fully accountable to supervise and direct Corporation staff to ensure that they:

- (i) keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board no later than the sixteenth (16<sup>th</sup>) working day following the end of each month financial statements summarizing the transactions made during the month (the Manager hereby acknowledges that the books and records are the property of the Corporation); and
- (ii) maintain at 391 First Street, Suite 301, Collingwood, Ontario, L9Y 1B3, and make available, all books and records pertaining to the operation of the Property and business of the Corporation, at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, any representative of the Board duly authorized in writing, and any Owner or his or her agent duly authorized in writing.

**ARTICLE 8  
PHYSICAL MANAGEMENT**

8.1 The Manager shall provide to the Corporation all appropriate physical management services and, without limiting the generality of the foregoing, shall:

(a) Maintenance And Repair

Arrange for the effective and economical operation, maintenance and repair of the Property (including its equipment) and the assets of the Corporation in accordance with the Act, Declaration and By-laws, including, without limiting the generality of the foregoing:

- (i) arrange for the supply, as required, of natural gas, electricity, water, t.v. services and other public utilities services;
- (ii) carry out the duties of the Manager and the Corporation by means of employees of the Corporation and/or independent contractors as, in each instance, may be more effective or economical;
- (iii) arrange for the repair and maintenance of all lawns, landscaped areas and roads;
- (iv) arrange for pest control; removal of litter and garbage;
- (v) maintain all electrical wiring, circuits, lighting fixtures in the common elements and replace light bulbs;
- (vi) comply with the requirements and regulations of federal, provincial and municipal authorities having jurisdiction (including, without limitation, police and fire departments and the local board of health) which affect the Property and of which the Manager has been notified, including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations and any supervision and maintenance necessary in connection with the Property; not take any action so long as the Corporation is contesting or the Board has affirmed its intention to contest any law, statute, ordinance, rule, regulation or order or any requirement pursuant thereto; and
- (vii) supervise all recreation areas and facilities, where they exist, including the regulation of the use thereof by the Owners.

(b) Insurance and Claims

- (i) obtain for submission a quotation for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Act and/or the Agreement Documents or the Board;
- (ii) unless the Board has assumed the responsibility of deciding the details of the Corporation's insurance coverage, ensure that the coverage conforms with the requirements of the Act and/or the Agreement Documents and with generally accepted practice of prudently managed condominium corporations;
- (iii) take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:
  - (A) any claim by the Corporation under any of its insurance policies;
  - (B) any claim by the Corporation against an Owner for damage resulting from the Owner's default in the performance of an obligation to maintain and repair; or

(C) any other claim by or against the Corporation;

(such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence);

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

(c) Site Manager-Inspections

Provide at the Manager's own expense the services of a bonded Property Manager to inspect the common elements with a frequency to be mutually agreed upon between the Manager and the Board of Directors.

Inventory

Maintain an up-to-date list on an annual basis all inventory, equipment and chattels forming part of the assets of the Corporation including, without limiting the generality of the foregoing, all furniture, gardening equipment, cleaning equipment and supplies, and office equipment and supplies, and supply an up-to-date inventory list to the Board of Directors upon request.

(d) Preventive Maintenance

Prepare a maintenance, repair and related costs record of all major equipment, structures and chattels and safeguard all available working drawings, as built blueprints, maintenance and operating manuals for mechanical and electrical systems on the Property that have been delivered to the Manager;

(e) Construction Defects

Use best efforts to see that any building deficiency required by the Corporation to be repaired or rectified, if any, by the builder is corrected and pursue any deficiency repairs short of legal action under warranties applicable to the common elements of the Corporation.

(f) Spending Authority and Deficit Financing

- (i) the annual budget shall constitute the major control under which the Manager shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Board. Provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Board regarding the expenditure;
- (ii) it is specifically understood that the Manager does not undertake to advance any of its own funds on behalf of the Corporation, and in the event monies are not available, the Manager will not in any event be liable to perform any services which require the expenditure by it of its own funds and it will not be required to pledge its credit, and shall only be required to perform its services and make disbursements to the extent that and so long as payments received from assessments or other revenue, if any, of the Corporation shall be sufficient to pay the cost and expense of

the services and the amounts of the disbursements. If it shall appear to the Manager that the assessments and other revenue, if any, of the Corporation are insufficient to pay same, the Manager shall so notify the Corporation in detail of that fact and request the Corporation to increase the monthly assessments;

- (iii) the Manager shall not authorize the rendering of any services or purchase of any item estimated to cost in excess of an amount to be stipulated by a Board resolution for any one (1) item without first obtaining the Corporation's approval to proceed. The Manager shall first obtain three (3) or more independent estimates of the cost of the work or services unless the Board instructs the Manager in writing that the independent estimates are not necessary in the circumstances. If in the Manager's opinion there exists a hazardous situation which could cause personal injury or damage to the Property of the Corporation or its equipment or contents or which could impair the value of the Owners' investment at a time when the Corporation or its representative cannot reasonably be located for the purpose of giving approval for the work, or if failure to do the work could expose either the Corporation or the Manager or both to the imposition of penalties, fines, imprisonment or any other substantial liability, then the Manager is hereby authorized to proceed with the work as in its discretion it determines to be urgently necessary for the protection and preservation of the Property of the Corporation or to protect the Owners' investment therein or to protect the Corporation or Manager from exposure to fines, penalties, imprisonment or any other substantial liability, subject, however, in each and every instance to the Act and specifically Section 123 thereof. The Manager shall in the case of a hazardous situation immediately report to the Board regarding the expenditure.

(g) Affiliates

Not engage any parent or subsidiary or any person, firm or corporation associated, affiliated or otherwise connected with it (hereinafter called "affiliate") to perform any work or services for the Corporation, unless the Manager is acting in the best interest of the Corporation and its actions do not constitute a breach of any fiduciary relationship with the Corporation, subject however to the following provisions:

- (i) where the cost of performing work or services does not exceed the sum of \$2,500.00, the Manager shall be entitled to have the work or service performed by the affiliate; and
- (ii) any work or services to be performed, the cost of which exceeds the sum of ~~\$2,500.00~~ <sup>AC</sup> ~~\$2,500.00~~ <sup>#1500.00</sup> shall not be performed by any affiliate unless the Manager has first obtained and delivered to the Board three written tenders from parties other than the affiliate and has the work performed by the affiliate at a cost as approved by the Board. The foregoing conditions shall not apply where failure to effect immediate action would result in loss of life or limb and would be likely to cause extensive damage to the Property, its equipment or contents, or property belonging to owners at a time when no representatives of the Board can reasonably be located for the giving of approval for the work, or if failure to carry out the work would result in the imposition of fines, penalties, imprisonment or any liability.

(h) Supervision

- (i) use reasonable diligence to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices

where services are properly performed and/or material provided in accordance with the contract; and

- (ii) retain or cause to be retained holdbacks required by the Construction Lien Act, R.S.O. 1990 and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of the work, inform the Board and forthwith take all necessary steps to have the same removed and discharged.

- (i) Management Staff

Provide that an experienced property Manager be located on the Corporation's premises. The Manager shall have R.C.M.

Also, the Manager shall keep the Board advised of the telephone number or numbers at which an agent or employee of the Manager may be reached at any time during normal business hours in respect of any infraction of the Act, the Declaration, the By-laws, the Rules or any other policies or directives of the Board, or at any time during the day or night in respect of any emergency involving the property. The Manager will make all arrangements to deal promptly with the infractions and immediately deal with any emergency arising in connection with the maintenance and operation of the Property of the Corporation.

- (j) Building Attendance

One (1) full-time/part-time Property Manager and/or one (1) Assistant Manager shall attend to the business of the Corporation. The Manager shall visit the Property a minimum of 1 day per week and for a duration as mutually agreed upon by the property Manager and the Board:

- (k) Meeting Attendance

Provide, at the Manager's own expense, services of the Property Manager to attend all Board meetings and all meetings of Owners called pursuant to the Act. When specifically requested by the Board, provide at the expense of the Corporation, any additional services which the Corporation may require, including scheduling and arranging of facilities for all annual, general, or special meetings of the members of the Corporation, and attendance at the meetings of a recording secretary or any other staff necessary to operate and manage ballots, all at a cost to be mutually agreed upon in advance.

- (l) Register

Maintain, at the Corporation's expense, a computerized register in accordance with the Act; use best efforts to keep an up-to-date record of the names and addresses of all unit Owners, those mortgagees who have notified the Corporation of their entitlement to vote and of any tenants about which the Corporation has been notified in accordance with S.83 or other occupants of which the Manager has knowledge (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit); and provide on an annual basis an updated list of Owners, residents, tenants and mortgagees, record the information shown in the register and, on a monthly basis as part of the Manager's monthly report to the Board, on request, a list of the changes among Owners, residents and tenants that have occurred in the preceding months.

- (m) Alternative Arrangements

Attempt to make alternative arrangement to ensure that normal maintenance of property services and equipment proceeds on schedule where the services may be

disrupted by a strike or lock-out, or by negotiations with trade unions with respect to the Manager's employees or employees of its affiliates or subsidiaries;

(n) Manager's Report

- (i) present to the Board at each regularly scheduled Board meeting a written Manager's Report, to serve as a form of communication from the Manager to the Board, which Manager's Report shall reflect, without limitation the directives of the Board to the Manager and show the actions of the Manager with respect to the directives of the Board;
- (ii) forthwith report to the Board together with any minor emergencies or persistent, flagrant or serious violations of the Act, Declaration, By-laws or Rules; and
- (iii) report to the Board any changes in employees of the Corporation.

(o) Occurrence Report

- (i) deliver to the Board an Occurrence Report in respect of any significant accident, emergency, break-down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Board; and follow up the occurrence so reported by informing the Board of the disposition of the occurrence or as the Board may require.

(p) Additional Costs

- (i) Unless otherwise specified herein, the management services specified above shall be provided within the fee specified, but the Manager shall be entitled to reimbursement for mailing costs of notices and for reproduction and/or distribution costs incurred whenever the Corporation shall require that additional and/or duplicate records and/or information be provided to anyone other than the Board of Directors. No other disbursements shall be made by the Corporation to the Manager except where authorization has previously been granted by the Board in writing for services or expenses incurred by the Manager on behalf of, or as specifically requested by, the Corporation through its duly authorized representatives. In respect of all matters for which the Manager claims to have the right to charge an additional or extra fee, no additional or extra fee shall be chargeable for any service or extra service unless the Corporation or its Treasurer from time to time is notified in advance that an extra charge will be made for the extra service and unless after notice is given that the work or service is satisfactorily completed and approved by the Board of Directors.
- (ii) Additional fees for additional services can be charged provided the Corporation is notified in advance and agrees to the charge. The Manager will be reimbursed for reproduction and distribution costs whenever the Corporation asks that information be provided to anyone other than the Board of Directors.

(q) Privacy

- (i) Monitor implementation of the Corporation's privacy policy and work with the Board of Directors to develop practices and procedures to ensure that the Corporation is complying with its obligations under the Personal Information Protection and Electronic Documents Act ("PIPEDA") with respect to the collection, use and disclosure of personal information and to ensure that the Corporation obtains confidentiality covenants from all third party service providers in which those providers covenant to comply with PIPEDA with respect to personal information obtained about owners and residents of the Corporation and work with the Board to develop practices and procedures to ensure that the Corporation is in compliance with this obligation under PIPEDA.

**ARTICLE 9  
DUTIES OF CORPORATION**

- 9.1 The Corporation shall:
- (a) co-operate with the Manager to the extent required to perform expeditiously and economically the management services required under this Agreement, and provide the Manager with evidence and authority by way of certified copies of resolutions or otherwise, and any specific directions as the Manager may reasonably require.
  - (b) deliver to the Manager copies of the Declaration, By-laws and Rules together with any written policies and directives of the Board of Directors, and amendments thereto.
  - (c) provide at the expense of the Corporation any plans, drawings specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, provided, however, that the Board or its designated representative from time to time shall authorize retaining the assistance before any expense is incurred therefor.
  - (d) reimburse the Manager promptly for any monies which the Manager may elect to advance for the account of the Corporation, it being agreed that nothing contained herein shall be construed to obligate the Manager to make any advance.

**ARTICLE 10  
INDEMNIFICATION**

- 10.1 During and after the termination of this Agreement, the Manager shall indemnify and save the Corporation completely free and harmless from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees incurred during the term of this Agreement by reason of the negligence of the Manager or any of its employees and the Manager agrees to carry comprehensive and professional liability insurance and to provide the Corporation with a Certificate of Insurance prior to the effective date of this Agreement and thereafter annually as evidence that it is maintaining liability and blanket insurance for the purposes of indemnifying the Corporation pursuant to this Agreement, showing a limit of not less than one million dollars (\$1,000,000.00) inclusive. The Manager agrees to provide the Corporation with at least thirty (30) days prior written notice of cancellation or any material changes in the provisions of its insurance policy.
- 10.2 All employees of the Manager working at the Property will be covered by a fidelity bond for a minimum amount of \$25,000.00 in the name and at the expense of the Manager and the Manager will take reasonable steps to ensure the competency and integrity of non-affiliated companies engaged to perform work at the Property. The Manager will provide evidence of said bond prior to the contract becoming effective and annually thereafter as long as this Agreement is in force. The fidelity bond shall not be terminated by either the insurer or the Manager unless sufficient prior notice of cancellation has been delivered by Registered Mail to the Corporation, all members of the Board and, if applicable, to the Corporation's auditors.
- 10.3 Subject to subsection 10.1, the Corporation agrees to indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected with the Property and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof; except in the case of negligence, or willful damage or injury on the part of or caused by the Manager, its servants or agents, in which case all costs, damages, injury and liability shall be borne exclusively by the Manager. It is further provided that nothing contained in this subparagraph shall release the Manager or its employees, or agents, from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained.

**ARTICLE 11  
PRIVACY**

- 11.1 The Manager represents and warrants to the Corporation that it will fully comply with its obligations under all applicable privacy laws including the Personal Information Protection and Electronic Documents Act, with respect to the collection, use and disclosure of personal information relating to the owners and residents of the Corporation.

**ARTICLE 12  
NOTICE**

- 12.1 All notices required or permitted to be given hereunder shall be sufficiently given:
- (a) to the Corporation if signed by or on behalf of the Manager, and delivered or mailed by prepaid registered post addressed to the Corporation at its registered address for service;
  - (b) to the Manager if signed by or on behalf of the Corporation and delivered or mailed by prepaid registered post to the Manager at its last known address or by electronic transmission and
  - (c) all notices shall be deemed to have been received on the date of delivery if delivered by personal service, facsimile transmission or electronic transmission or on the third business day following the date of the mailing as the case may be.

**ARTICLE 13  
PLURAL INVALIDITY**

- 13.1 Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural.
- 13.2 If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and the remaining portions shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any portion thereof that might be declared invalid.

**ARTICLE 14  
ASSIGNMENT**

- 14.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns subject to the proviso that it shall not be assigned by either party without the written consent of the other party.

**ARTICLE 15  
ENTIRE AGREEMENT**

- 15.1 This Agreement constitutes the entire agreement between the Manager and the Corporation and it is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than expressed herein.

**ARTICLE 16  
EXECUTION**

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers in that behalf

Dated this 6<sup>th</sup> day of May, 2018.

**FAR HILLS CLUBHOUSE**

Per: Alison Canny  
President

Per: Ebette Wright  
Secretary

**970029 O/A PRO GUARD PROPERTY  
MANAGEMENT**

Per: [Signature]  
President

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the 1990s, the number of people with a mental health problem has increased by 50% (Mental Health Foundation 1999). The prevalence of mental health problems has increased in the general population, and the incidence of mental health problems has increased in the prison population.

There is a growing awareness of the need to address the mental health needs of prisoners. The Department of Health (2000) has published a strategy for mental health services, which includes a commitment to improve the mental health of prisoners. The Department of Health (2000) has also published a strategy for mental health services, which includes a commitment to improve the mental health of prisoners.

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# **CONTRACT FOR YEAR ROUND GROUNDS MAINTENANCE**

(Herein called the "contract")

Between

**FAR HILLS RECREATION CENTRE**  
26 Beaver Street, Thornbury, Ontario N0H 2P0

(Herein called the "Corporation")

and

**SIMONS OUTDOOR CONTRACTING**

(Herein called the "Contractor")

Whereas the Contractor undertakes and agrees to assume the responsibility for furnishing the necessary equipment and supplies and to perform the work for the landscape and grounds, as per Schedules A, B & C attached, at the location(s) described below.

For all Common Elements Property for:

Far Hills Recreation Centre  
26 Beaver Street  
Thornbury, ON N0H 2P0  
(hereinafter collectively referred to as the "Corporation")

And whereas the Corporation has retained Property Management to manage the Property (hereinafter referred to as the MANAGER),

NOW THEREFORE, in consideration of the mutual covenants, herein contained, the parties hereby agree and covenant to the terms and services described herein and on Schedules "A", "B" and "C" attached hereto.

## **TERM**

The term of this contract shall be from April 1, 2020 to March 31, 2023.

## **INSURANCE**

The Contractor will carry the following insurance policy with a minimum of \$5,000,000 inclusive limits and will provide Pro Guard Property Management with a Certificate of Insurance prior to the commencement of the contract.

Insurance will consist of:

1. Comprehensive General Liability Insurance Policy in the name of the Contractor.
2. Standard Owners Form Automobile Policy covering all licensed vehicles owned and operated by the Contractor.

The Contractor will also provide insurance naming the Corporation as an additional insured.

#### WSIB

The Contractor shall carry Workers' Compensation coverage, as required by law, for the protection of those persons employed by the Contractor and shall provide Pro Guard Management with a copy of a letter of clearance.

#### HEALTH AND SAFETY AND LEGISLATIVE COMPLIANCE

The Contractor, its employees and sub-contractors will take all possible safety precautions and ensure that the units and common elements are kept free of hazards at all times. The Contractor will ensure that all work must be completed in accordance with the Occupational Health and Safety Act, WHMIS requirements, and all federal, provincial, and municipal laws.

#### DAMAGE

It is agreed and understood that all damages caused by the Contractor, its agents or employees are to be the direct responsibility of the Contractor and the Contractor shall restore any damages to the original condition at the sole expense of the Contractor.

#### UNSATISFACTORY SERVICES

In the event that the Contractor shall not provide satisfactory services under the terms of this contract, the Corporation may withhold monies otherwise required to be paid in the appropriate amounts, or to have any work as set out herein performed by a third party and to set off any expenses and costs therefor against the Fee.

#### TERMS OF RESIGNATION OF CONTRACTOR

Under the terms of the Contract, should the Contractor give notice to terminate before the expiration of the Contract, the Corporation will replace the Contractor. The Contractor would be required to give a minimum of ninety (90) days written notice prior to termination.

#### TERMINATION

It is understood and agreed that either party may terminate this contract upon thirty (30) days notice in writing to the other. In the event of non-performance, it is understood and agreed that the Corporation may terminate this contract in writing by the Contractor as determined by the Corporation and/or its authorized agents, in their sole discretion.

#### NOTIFICATION AND APPROVAL

The Contractor must immediately notify Management of any damages and/or accidents to any property or individual. No repairs are to be undertaken without the prior notification and approval of Management.

Schedule 'A' (Spring, Summer, and Fall Landscaping Specifications) and Schedule 'B' (Winter Specifications) attached hereto shall form an integral part of this agreement.

#### REMUNERATION

The total cost for the services described herein shall be Five Thousand, Seven Hundred and Thirty Six dollars and Twenty Three cents (\$5,076.31) inclusive of all applicable taxes, made payable in monthly payments at the end of each month of service provided in the amount of \$478.02, subject to the conditions of this contract. This price is for the first year of service which will run from April 1, 2020 to March 31, 2021.

Years 2 and 3 will be increased based on an amount agreed to by both parties, not to exceed the cost of living allowance increase (COLA).

	Annual	HST	Total Annual	Monthly Cost (Incl. HST)
Effective March 1, 2020:	\$5,076.31	\$659.92	\$5,736.23	\$478.02
COLA Increase Effective March 1, 2021:	\$ _____	\$ _____	\$ _____	\$ _____
COLA Increase Effective March 1, 2022:	\$ _____	\$ _____	\$ _____	\$ _____

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CONTRACTOR: Simons Outdoor Contracting

PER: Kevin Simons  
(NAME)

SIGNATURE: [Signature]  
(SIGNATURE)  
I have the authority to bind the Corporation.

CORPORATION: Far Hills Recreation Centre

PER: BRIAN FIFIELD  
(NAME)

SIGNATURE: [Signature]  
(SIGNATURE)  
I have the authority to bind the Corporation.

PER: ALISON CAREY  
(NAME)

SIGNATURE: [Signature]  
(SIGNATURE)  
I have the authority to bind the Corporation.

ADDRESS OF SERVICE FOR THE CONTRACTOR:

Simons Outdoor Contracting Inc.  
519-377-8744

ADDRESS OF SERVICE FOR THE CORPORATION:

c/o Pro Guard Management  
391 First Street, Suite 301  
Collingwood, ON L9Y 1B3  
Telephone No.: 705-445-6383

## SCHEDULE "A" SPECIFICATIONS

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### LAWN & GARDEN MAINTENANCE GENERAL

- 1 No motorized equipment to be operated before 8:00 a.m. for the duration of this contract. As well, no work will take place on Saturdays, Sundays or statutory holidays, with the exception of emergency situations. All weekly work should be completed by no later than 3:00 p.m. on Friday.
- 2 The Contractor is to ensure that the property has a clean, trim and healthy-looking appearance during the entire maintenance period.
- 3 All debris resulting from any work done by the Contractor on the property shall be removed from the property and disposed of by the Contractor each day.
- 4 Pick up and dispose of normal accumulated litter, as required, from all lawn and planting bed areas.
- 5 Any property of an Owner, which may have to be moved temporarily in order to maintain the Property, shall be replaced by the Contractor.
- 6 All spraying shall be performed, when necessary, by operators holding valid licenses.
- 7 Remove all dead plant material, hedges and any shrubs under 8 feet after notifying the Manager to ascertain whether or not replacements are required.
- 8 The Manager may at any time, request a site tour of the grounds with the Contractor to review problems or methods, which require improvements or clarification.
- 9 No expenses shall be billed to the Corporation for labour or equipment which is in addition to landscaping or maintaining the grounds under this contract, unless the work has been authorized by the Board of Directors and/or the Manager, in writing.
- 10 The Contractor and/or its representative will be on-call for emergency by pager/ cell 24 hours per day.
- 11 The Contractor will not remove grass clippings from the lawn unless the volume is such as to be harmful to the lawn or is aesthetically undesirable. All grass clippings will be removed from sidewalks, buildings, driveways, roadways, etc. after each cutting.
- 12 Edge and trim all grass adjacent to buildings, walkways, asphalt pavement, trees, fences, flowers, shrubs, light standards, hydrants, curbs, patios, etc., as required to maintain optimum appearance.
- 13 Frequency of cutting will be as required and in the case of dispute, will be decided by the Manager.
- 14 Grass cutting (to maintain the grass at 2 to 3-inch height) using lawn equipment in good condition with sharp cutting blades, including edge trimming of driveway etc. Note that some months, weather dependent, grass is not to be cut to prevent burn-off.

- 15 Ensure that fallen pinecones or other tree droppings are removed before each grass cutting.
- 16 Four fertilizing's of all grass areas annually.
- 17 Pruning of trees and bushes (up to 8 feet) inclusive to building clearance.
- 18 Fall cleanup of property, and all garden beds. Leaves must be removed from site and not dumped on neighbouring properties.
- 19 Sweeping of driveways, parking areas and sidewalks annually in the Spring, Fall and periodically as needed to keep a clean and neat appearance.
- 20 All items listed in Schedule B to be part of this contract, all at the Contractors expense.

#### **VEGETATION, PEST AND DISEASE CONTROL**

1. Regular inspections of lawn and plants will be carried out for insect and disease infestations ensuring that after positive identification the appropriate insecticide and/or herbicide will be recommended to the Manager along with the costs to be charged as a separate item.

#### **SNOW REMOVAL**

1. The Contractor shall clear snow in areas as specified in adjoining table. Where vehicles are preventing the clearing of snow from parking spaces, the Contractor shall return later in the day to effect clearance and must contact management office to get vehicles moved during normal business hours.
2. The Contractor has the permission of the Corporation, as decided by Manager and Board of Directors, to stockpile cleared snow on designated portions of the property only provided there is no interference with the normal use and enjoyment of the property.
3. All roads and entrances to be cleared immediately upon an accumulation of two (2) inches under wet slushy snow conditions and three (3) inches of light snow. All vehicles must be able to exit the parking area and driveways by 8:00 a.m.
4. The Contractor is to return to the Corporation during the day to ensure a more thorough cleaning of the parking areas.
5. If sufficient snowfall occurs during the day, which meets the above-mentioned specifications, snow will be removed again by 5:00 p.m.
6. Subsequent checks of the Corporation to be done by the Contractor on an ongoing basis and cleared appropriately. The Contractor will check conditions daily to assess situation.
7. Ice, rain and thaw/ refreeze will be treated immediately to limit liability.
8. Staking of the property must be done by the second week of November unless snow is predicted earlier.
9. At the commencement of any winter conditions (ice, snowfall, drifting or accumulation) this contract covers all snow clearing expenses commencing first winter conditions at no extra charges to the Corporation. All common areas, building entrance, walkways, pathways are to be cleared at all times

and treated as required to maintain snow and ice-free conditions in order for residents and visitors to safely egress and ingress into the building and throughout the Corporation. These actions must be carried out without notification from the Manager. The Contractor shall take immediate action upon any accumulation of snow, sleet, freezing rain, etc. and to be completed at any time during the week including holidays and weekends.

10. The Contractor shall apply a non-abrasive ice melter or urea on the sidewalks and entrances of the units, at the Contractor's cost. (Pickled sand / salt will be used on roads at no additional cost). Applications of urea on the sidewalks and sand/ salt on the roadway will be done when required on a reasonable and regular basis or when requested by the Manager. The Contractor shall be responsible for damage caused to grass, shrubs or walkways from de-icer usage and repair at no cost in the spring.
11. The Contractor shall not be responsible for the formation of ice patches on the property caused by sudden thaws as a result of drainage from buildings or in low drainage areas.
12. All parking spaces will be kept at their optimum except for areas designed to stockpile snow for future snow removal.
13. The snow from the sidewalks will be cleared after each wet and slushy snowfall under the conditions where it would freeze and cause unsafe conditions and 1 inch of light snow fall with a frequency as to prevent an excess accumulation of hard packed snow.

#### ADDITIONAL WORK

Security - When on the property providing the services set out herein, the Contractor agrees to report to the Property Manager any damage to the units or the property that they observe.

## SCHEDULE "B" SPECIFICATIONS

**Lawn Maintenance, to include the following items:**

<b>ITEMS INCLUDED IN CONTRACT</b>	<b>MUST BE COMPLETED BY:</b>
TRIMMING OF ALL AREAS (including all weeds along curbs and in driveway areas)	WEEKLY
REMOVE ALL DEAD PLANT MATERIAL FROM SITE	WEEKLY
ADDITION OF TOPSOIL IN SPECIFIC AREAS (to be charged as an extra and <u>must</u> be approved by the Manager)	AS REQUIRED
SUPPLY AND INSTALL YARDS REQUIRED:	
GRASS CUTTING 3 INCHES HEIGHT	
PROPOSED DAY OF CUTTING:	
WEED CONTROL METHOD:	NONE
LAWN / GARDEN GARBAGE / DEBRIS CLEANUP	AT ALL TIMES
SWEEPING OF DRIVEWAYS	SPRING
SPRING CLEANUP (weather permitting)	APRIL 15 <sup>TH</sup>
EDGING OF ALL GRASS, ON WALKWAYS, ASPHALT (Roadway edging not included)	APRIL 30 <sup>TH</sup>
PRUNING OF TREES, SHRUBS AND BUSHES (UP TO 8 FEET) (inclusive to building clearance)	MAY
FERTILIZING OF GRASS - ONE	MAY
CEDAR TRIMMING	MAY
REPAIR OF ALL WINTER DAMAGE (weather permitting)	MAY 15 <sup>TH</sup>
DE-THATCHING (weather permitting)	MAY 15 <sup>TH</sup>
AERATION - SPRING	MAY 15 <sup>TH</sup>
OVER SEED - SPRING	MAY 15 <sup>TH</sup>
ASPHALT CLEANING AS REQUIRED, TOTAL SPRING CLEAN AND REMOVAL OF ALL WINTER SAND	MAY 15 <sup>TH</sup>
FERTILIZING OF GRASS - TWO	JUNE

EDGING OF ALL GRASS, ON WALKWAYS, ASPHALT (Roadway edging not included)

JUNE 25<sup>TH</sup>

PRUNING OF TREES, SHRUBS AND BUSHES (UP TO 8 FEET)

JULY

(inclusive to building clearance)

DE-THATCHING (weather permitting)

AUGUST 15<sup>TH</sup>

EDGING OF ALL GRASS, ON WALKWAYS, ASPHALT (Roadway edging not included)

AUGUST 31<sup>ST</sup>

CEDAR TRIMMING

SEPTEMBER

FERTILIZING OF GRASS - THREE

SEPTEMBER

OVER SEED - FALL

SEPTEMBER 1<sup>ST</sup>

SWEEPING OF DRIVEWAYS

FALL

PRUNING OF TREES, SHRUBS AND BUSHES (UP TO 8 FEET)  
(inclusive to building clearance)

OCTOBER

FERTILIZING OF GRASS - FOUR

OCTOBER

FALL CLEANUP (LEAF REMOVAL FROM PROPERTY PRIOR TO SNOWFALL)

**Garden Maintenance, to include the following items:**

**ITEMS INCLUDED IN CONTRACT**

**MUST BE COMPLETED BY:**

<b>GARDEN MAINTENANCE &amp; COMMON BEDS</b>	
HAND PULLING OF WEEDS IN GARDENS	WEEKLY
TURN SOIL / CULTIVATE MULCH	BI-WEEKLY
MOVE / SPLIT PERENNIALS (with Management direction)	AS NEEDED
ADD FERTILIZER, PEAT MOSS & MANURE TO ALL BEDS	
ADDITION OF TOPSOIL IN ALL GARDEN BEDS / TREE WELLS	
EDGE ALL GARDEN BEDS, BUSH & TREE WELLS CONTINUE TO KEEP CLEAN EDGING AROUND <u>ALL</u> THROUGH SPRING, SUMMER AND FALL	
SPRING CLEANUP (weather permitting)	APRIL 15 <sup>TH</sup>
LIST OF SUGGESTED GARDEN REQUIREMENTS TO MANAGER FOR APPROVAL	MAY 15 <sup>TH</sup>
FALL CLEANUP	OCTOBER 31 <sup>ST</sup>
PREPARE GARDEN BEDS AND BUSHES FOR WINTER	OCTOBER 31 <sup>ST</sup>
BURLAPPING OF TREES AND SHRUBS (To be discussed with Manager)	

Winter Maintenance, to include the following items:

ITEMS INCLUDED IN CONTRACT

MUST BE COMPLETED BY:

SNOW REMOVAL AND SHOVELING

STAKING OF PROPERTY

NOVEMBER 15<sup>TH</sup>  
(or as weather permits)

REMOVAL OF STAKES

APRIL 30<sup>TH</sup>  
(or as weather permits)

AREAS TO BE CLEARED AND TREATED AS REQUIRED  
TO MAINTAIN ICE-FREE CONDITIONS:

WALKWAYS

MAILBOX AREA

CATCH BASINS (to be clear at all times)

STORM DRAINS (to be clear at all times)

FIRE HYDRANTS (to be clear at all times)

ALL ENTRANCES

REMOVAL OR MOVING OF BUILT-UP SNOW PILES (if required)  
(to be charged as an extra and must be approved by the  
Manager)

ICE MELTER OR UREA FOR WALKWAYS

Application is included

PICKLED SAND FOR ROADWAYS

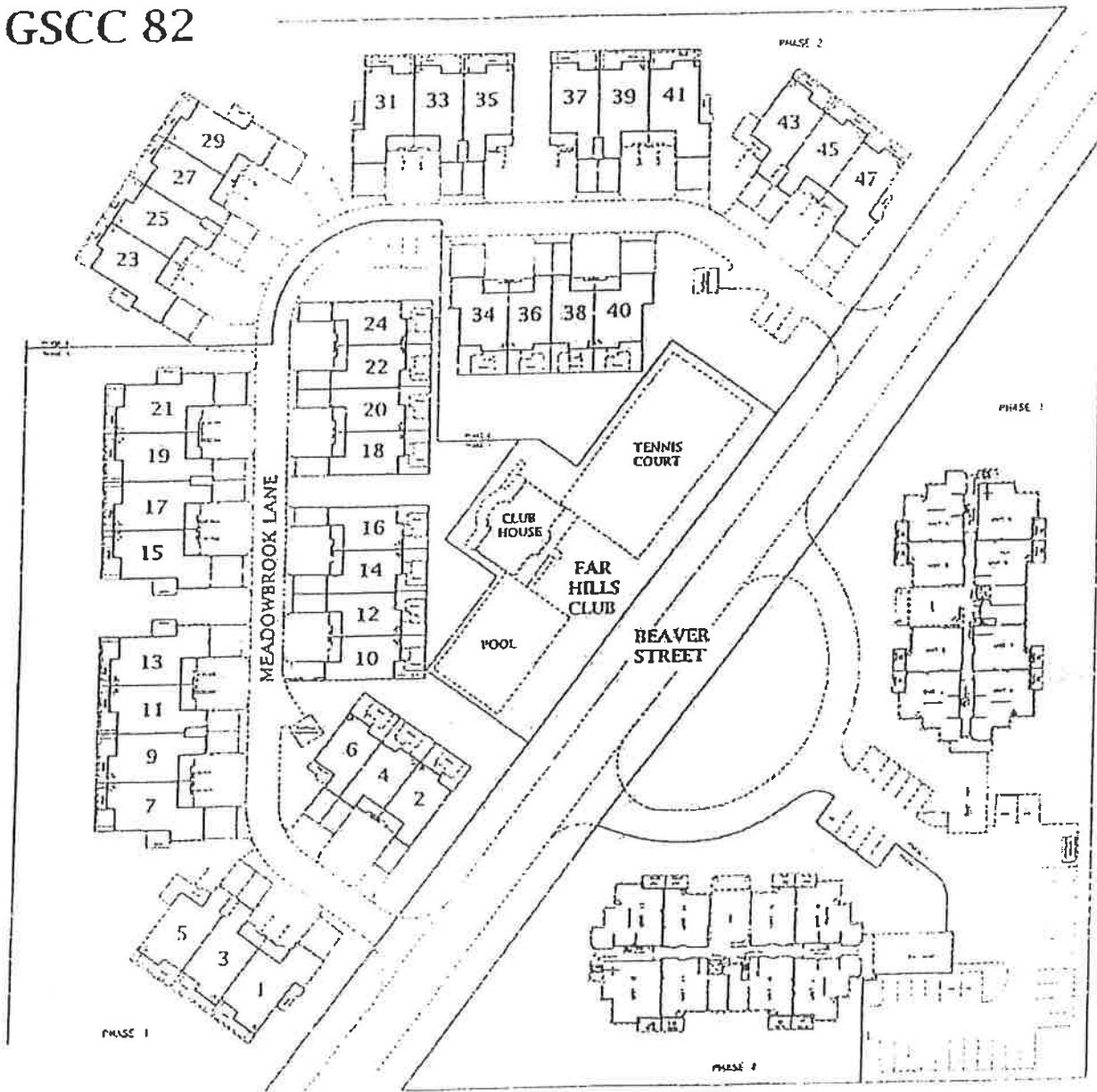
Application is included

FAR HILLS CLUB  
26 BEAVER STREET, THORNBURY, ON N0H 2P0

GSCC 82

ALBERT STREET

ALICE STREET



ALFRED STREET

GSCC83

Initialed by Contractor \_\_\_\_\_

Initialed by Corporation \_\_\_\_\_

## SCHEDULE "C" CONTRACTOR POLICY AGREEMENT

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Upon signing, the Contractor agrees to become an approved vendor for the Condominium Corporations managed by Pro Guard Property Management.

The Contractor agrees to abide by the following rules in order to maintain a "Preferred" vendor status which applies to any and all of the Contractors' representative on-site.

Upon receiving quotes or reports by the Contractor, the Property Manager will forward the documents to the Board of Directors. It is the Board's decision which contractor to use and not that of the Property Manager(s). The Board of Directors has the authority to choose which contractor that they will use. Please note, the lowest bid may not necessarily be chosen, but a combination of quality, references, timing and pricing.

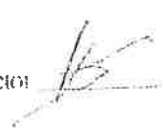
The Contractor and their representatives must comply with the following:

- a. All vehicles on-site must be fully insured. If an employee is using his or her own vehicle, the Contractor must confirm that the vehicle is insured.
- b. All employees must be properly attired.
- c. Job site must be kept neat and tidy. Site must be properly secured should the Contractor have to leave the site before the job is complete.
- d. The Contractor warrants that they are adhering to all laws of Ontario including W.S.I.B., Ministry of Labour, Government payments (i.e. H.S.T.).
- e. The Contractor will provide Pro Guard Property Management, with written confirmation, that all training required under applicable legislation regulating their industry have been provided to their employees working on this site. This training is to include, but not limited to: WHMIS (Workplace Hazardous Materials Information System), the Occupational Health and Safety Act and Regulations, First Aid Training and the Province of Ontario's Pesticide Regulation section 7.1 (1) of the Act.
- f. No smoking by any representatives on the Corporation's property.
- g. Foul language will not be tolerated.
- h. The Contractor is responsible for any damage done to the property by their workers.
- i. Invoices must be submitted to the office on a timely basis, within thirty (30) days of the job being completed. Invoices must include an H.S.T. number, full name, address and work order reference number.
- j. Workers/ Contractors must be careful with their dealings with owners that they are servicing. They do not have the experience or knowledge to discuss insurance aspects, costing aspect or whose responsibility the repair belongs to. If your worker gives false or incorrect information, the Contractor may be held responsible for the costs.

Initialed by Contractor 

Initialed by Corporation \_\_\_\_\_

- k. Do not engage with owners, and especially if an owner is upset with what you are doing - walk away from the job and contact the Manager immediately.
- l. Workers on site should always be busy doing something. The wrong impression is given to owners when employees are not working.
- m. Upon renewal of the policy, a copy of your liability insurance certificate must be submitted to our office annually.
- n. Music - for longer projects, music is allowed, however, it may only be played at a reasonable level, and must be radio worthy. Should there be complaints, Management reserves the right to have the music turned off.
- o. Subcontractors - should a company use any subcontractors on-site; they are bound by these policies and are the full responsibility of the main company to which the contract has been awarded.
- p. In order for you to be completely covered, we ask that the Commercial General Liability Policy in the name of the Contractor be extended to include Pro Guard Property Management as additional insured.
- q. The Contractor agrees to promptly inform the Ministry of Labour, the Ontario Workplace Safety & Insurance Board or any other governing bodies required under applicable legislation of a workplace accident which occurs to one of their employees. Copies of all such notices are to be provided immediately to Pro Guard Property Management.
- r. Report to the Property Manager when you are going to be working on-site. It is important that we know when you are on any of our sites, and what you are doing. Our office is better equipped to answer questions, and the Property Managers are then aware when you are there, so we may choose to go to site as you are completing the job that is required to update prospective Boards.

Initialed by Contractor 

Initialed by Corporation 