FREURE
PROPERTY MANAGEMENT LTD
Your Home. Our Priority.

BLACK OAKS
~ OPERATING Budget Notes ~
Effective From Date Corporation Registered

Special Note - The First Year's Operating Budget Expenses Are Based on the Projected Completion of Common Area Construction Work and the Sodding of Dwelling Units in the First Year Following Registration. The Common Element Monthly Fees Will Increase Significantly in Subsequent Years as Additional Construction Work is Completed and More Services are Provided by the Corporation Under New Budgets.

REVENUE

Common Element Fees – Funds collected from Unit Owners to pay daily operating expenses, with a portion allocated to the Reserve Fund.

Miscellaneous Income – Interest collected on funds in the bank.

EXPENSES

Administration

Management Fee – Management fee for the first year following the Corporations registration has been set at $30.00 per month per unit plus HST. Management is provided by Freure Property Management Limited and includes the day-to-day services of your management team – Property Manager, Administrator and Accounting. This rate is in-line with the condominium property management market.

Bank Charges – Costs for Pre-Authorized Payments (PAP) has a one-time set-up fee for your Corporation. A cost of $1.50 per PAP transfer is charged to your corporation's operating account for this service.

Condominium Authority of Ontario – The Condominium Authority of Ontario (CAO) came into effect on September 1, 2017. The CAO collects $1.00 per month per unit and provides services to the Condominium Corporation, Board of Directors and Unit Owners. You can learn more about the CAO by visiting their website at: www.condoauthorityontario.ca/en-US/resources/.

Office Supplies/Meetings/Education – Costs for photocopying, mailing, Annual General Meeting expenses are allocated to this account. Directors are required to maintain up-to-date educational requirements in accordance with the updated Condominium Act.

Legal -– Funds are allocated towards the costs of legal fees in the event services of the Corporation's solicitor are required during the fiscal year.

Audit – Annually an audited financial statement is required for the Condominium Corporation and is to be completed at the end of the fiscal year (December 31st). This financial audit is completed and produced by the Corporation's auditor.

Parking Control – Due to a limited number of visitors parking spaces, as well as parking restrictions imposed by condominium rules and regulations, the Board of Directors may wish to authorize a third party contractor to monitor visitors parking at the development. Anyone having an overnight guest will be required to call in/email their information to be recorded. Anyone abusing visitors parking will be ticketed or towed.

Insurance – Your Corporation will have an insurance policy to cover the replacement cost of all common elements. *Note: Unit Owners and Tenants are required to insure their own units and contents.*

Operating Contingency – although no allowance has been provided for this category in the first yar budget, it is included as a line item for use in future budgets, when costs increase and unexpected expenses are incurred to maintain an aging condominium.

Utilities

Water – Costs for the common area water at corporation hose bib (if applicable).

Hydro – Hydro is required to supply lighting services to the Corporation roadway and visitor parking areas.

Common Element Servicing

Garbage – Garbage collection at Black Oaks will be provided by a third-party contractor. This category reflects the monthly costs for this weekly service.

Landscaping/Snow Contract – This is the estimated expense for the Corporation to employ a contractor to maintain all grass areas (common element and dwelling POTLS) throughout the development including cutting, trimming, fertilizing and organic weed control. The Corporation's contactor will also be responsible for maintaining all gardens, trees and shrubs located on common element property. Owners are responsible to maintain their own gardens (includes weeding, planting and watering) as well as all shrubs and trees located on their property. If plants, shrubs, trees or grass dies, the unit owner must replace at their own expense. During the first year after registration, the Developer will provide this service without cost to the corporation.

Landscaping Extras – May include new plantings and additional services not covered in the Contract for common areas.

Snow Removal & Salt Contract - This is the estimated expense for the Corporation to contract for clearing of snow from all interior roadways (including emergency access road), visitor parking spaces, common walkways and public sidewalks and mailbox areas. Snow removal in driveways, front landings, steps and unit sidewalks is the responsibility of the unit owner.

Snow Removal & Salt Extras – During heavy snowfalls, it may be necessary to remove snow from the site or to use alternative snow melt products, which can incur additional costs. The allowance in this category is made to cover expenses for services outside of the contract.

Repairs/Maintenance – It is anticipated that there will be no need for common element repairs during the first year after registration. However, future budgets will include an allowance for the estimated cost to the Corporation for repair and maintenance of the common elements including roadways, parking spaces, common area sidewalks and walkways, open space landscaping, perimeter fencing, streetlights, fire hydrants, catch basins, stormceptor systems (if any) and any other property and improvements which are not within the Potl boundaries. The budget amount for general maintenance and repair does not include items of a capital nature involving the replacement of any aspect of the common elements. Expenditures of a capital nature shall be funded by the corporation's reserve fund.

Each Unit owner shall maintain and repair all components that makes up his/her unit, at his/her sole and absolute expense, including but not limited to, maintenance and repair of the following:

- Heating, air-conditioning and electrical systems;
- Plumbing systems, toilets, bathtubs, sinks and other fixtures;
- All normal utility services located within the Potl boundaries;
- All walls, windows, screens, doors, steps, landing areas, structural components of his/her Unit, including the roof assembly and exterior painting
- All fences installed by an Owner which becomes such Owner's responsibility to maintain, repair and replace;
- All interior and exterior light fixtures;
- Walks and driveways; and
- All betterments, improvements or additions made to the foregoing.

Each Owner shall be responsible for all damages to any and all other Units and to the common elements that are caused by the failure of such Owner to so maintain and repair his/her Unit.

Other Expenses

Performance Audit:
This is the estimated cost of completing a Performance Audit as required by the Condominium Act, 1998. The purpose of the performance audit is to report on common element deficiencies (not unit deficiencies). A person certified under the Professional Engineers Act or the Architects Act must carry out and complete the Performance Audit. The Performance Audit must be conducted not earlier than 6 months following condominium registration and no later than 10 months following condominium registration.

Reserve Fund Study:
This is the estimated cost of completing a Reserve Fund study as required by the Condominium Act, 1998. The Reserve Fund study determines what contributions by owners are necessary to ensure proper funding for future major repairs and replacements of common elements and assets. The reserve fund study covers a period of thirty years from the date to the study and addresses all common elements and assets of the corporation having a replacement cost of not less than $500.00. Only individuals that meet a standard of classification designated by the government are authorized to conduct the study.

Turnover Audit:
This is the estimated cost of completing a financial audit of the corporation from the date that the corporation is registered until the last day of the month in which the turnover meeting is held.

This audit is separate from the fiscal year-end audit that is completed following the first year.

Reserve Fund

Reserve Fund:
This is the monthly cost for contributions to the Black Oak reserve fund for repairs and maintenance of the common elements that are shared by all owners residing at the development. The first board of directors for the corporation will commission a reserve fund study to be completed within the first year following registration. The Condominium Act dictates a minimum amount to be contributed to the Reserve Fund in the first year after registration. This amount is subject to change upon completion of a reserve fund study by the corporation's engineer before the end of the first year following registration.

There are no pending lawsuits material to the property of which the declarant has actual knowledge and that may affect the property after registration of a deed to a potl from the declarant to the purchaser.

There are no amounts of current or expected fees, charges, rents or other revenues to be paid to or by the corporation or by any of the owners for the use of the common elements or other facilities related to the property.

Black Oaks January 28, 2025
Amended Proposed Operating Budget
for 1st year after registration

# of units:	152
# of months:	12

	Total Annual Budget	Budgeted Monthly Fee/unit
Revenue		
Fees Income	204,288.00	112.00
Miscellaneous Income	-	0.00
Total Revenue	204,288.00	112.00
Administration		
Management Fee	61,833.60	33.90
Bank Charges	2,736.00	1.50
Condominium Authority Of Ontario	1,824.00	1.00
Office Supplies/Meetings/Education Fees	1,824.00	1.00
Legal	1,500.00	0.82
Audit	3,225.00	1.77
Parking Control	3,150.00	1.73
Insurance	4,560.00	2.50
Operating Contingency	-	0.00
Total Administration	80,652.60	44.22
Utilities		
Water	-	0.00
Hydro	2,736.00	1.50
Total Utilities	2,736.00	1.50
Common Element Servicing		
Garbage Disposal	27,815.00	15.25
Landscaping - Contract	39,800.00	21.82
Landscaping - Developer to provide free of charge	(39,800.00)	-21.82
Landscaping - Extras	5,000.00	2.74
Snow Removal & Salt - Contract	35,875.00	19.67
Snow Removal & Salt - Extras	16,950.00	9.29
Repairs/Maintenance	-	0.00
Total Common Element Servicing	85,640.00	46.95
Other Expenses		
Performance Audit	4,500.00	2.47
Reserve Fund Study	4,500.00	2.47
Turnover Audit	2,000.00	1.10
Total Other Expenses	11,000.00	6.03
Reserve for Capital Replacement	24,259.40	13.30
Total Operating Expenses	204,288.00	112.00
Net Profit / (Loss)	-	0.00

Note: The Receipt is to be signed in duplicate

- One copy for Freure Riverwalk Limited
- One copy of Purchaser

To Freure Riverwalk Limited

Receipt for Disclosure Statement

For

BLACK OAKS

Cambridge, Ontario

The undersigned, having entered into an Agreement of Purchase and Sale dated ______________________ with Freure Riverwalk Limited regarding Unit ____________ at Black Oaks in Cambridge, Ontario, hereby acknowledge receipt of the following:

1. Disclosure Statement Table of Contents
2. Budget
3. Draft Declaration
4. Draft By-law
5. Draft Rules
6. Draft Management Agreement
7. Draft Site Plan
8. Draft Budget Notes

DATED this ____________ day of ____________________, 20___

____
Purchaser

____
Purchaser

____
Purchaser

DISCLOSURE STATEMENT

(under subsection 72(3) of the *Condominium Act, 1998*, of Ontario, S.O. 1998, c. 19 as amended or replaced and the Regulations made thereunder (the "**Act**"))

BLACK OAKS (THE "PROJECT")

This Disclosure Statement is made on ____________________, 2023

The Declarant is Freure Riverwalk Limited.

The Declarant's address is, 501 Krug Street, Suite 201, Kitchener, Ontario N2B 1L3.

The Mailing Address of the Property is c/o Freure Property Management Limited, 501 Krug Street, Suite 201, Kitchener, Ontario N2B 1L3.

ARTICLE 1
GENERAL DESCRIPTION OF THE CONDOMINIUM

1.1 The Property on which your Condominium Corporation will be situate is on PT LT 13-14 CON 11 NORTH DUMFRIES AS IN 364478 N OF ND4253; CAMBRIDGE; SUBJECT TO AN EASEMENT OVER PART 1, PLAN 58R-21283 AS IN WR1396534, in the City of Cambridge, Regional Municipality of Waterloo, Province of Ontario.

1.2 The Declarant proposes to register the Declaration and Description of the Condominium in the _________ of 202__ as a freehold condominium corporation that is a Common Elements Condominium Corporation as defined in the Act (the hereinafter referred to as the "**Corporation**" or the "**Condominium**"). The Declarant, and/or any person(s) affiliated (as such terms are defined in the *Income Tax Act* (Canada)) and/or a related company, person or entity of the Declarant (the "**Builder**"), proposes to develop in conjunction with the Condominium a residential development containing one hundred fifty two (152) townhouses and one hundred fifty two (152) parking spaces, as parcels of tied land (as contemplated in the Act) (hereinafter referred to as the "**Potls**" and/or "**Potl**" and the Potls containing a dwelling shall be referred to as the "**Dwelling Potls**" and/or a "**Dwelling Potl**" and Potls comprising of only a parking space shall be referred to as the "**Parking Potls**" and/or a "**Parking Potl**"). For the purposes of this Disclosure Statement the individual term Potl shall refer to the Dwelling Potl(s), the Parking Potl(s) or collectively as the both the Dwelling Potl and Parking Potl, as applicable. It is anticipated that the Declarant and/or any person(s) affiliated (as such terms are defined in the *Income Tax Act* (Canada)) and/or a related company, person or entity of the Declarant constructing the Dwelling Potls and Parking Potls will be required to place a provision in all Agreements of Purchase and Sale for the proposed Potls, providing notice to all prospective purchasers that the Potls are tied to a Common Elements Condominium corporation for the purposes of private ownership and maintenance of the matters set out in this Disclosure Statement by the purchasers, as members of the Condominium Corporation, and that under no circumstances will the City of Cambridge become responsible for the construction and/or maintenance of the services set out in this Disclosure Statement. No portion of the common elements may be used for commercial or other purposes that are not ancillary to residential purposes. In addition, the Potls together with this Condominium Plan shall be referred to hereinafter as "**Black Oaks**").

1.3 The Declarant proposes that the common elements condominium will comprise all pipes, wires, passive or active vents, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s) (above and below ground), weeping tiles, fire hydrants, catch basins, manholes, and/or other conduits appurtenant thereto, water mains (including both domestic and fire), underground and surface drains, swales, watercourses, storm water services, storm water drainage, overland or surface storm water flow, water services, retaining walls (unless otherwise specified herein), the hydroelectric services (both the below and above grade electrical supply systems), hydro meter(s), cable television services, gas services, street lamp standards**,** street lights, telephone cables and access transmission lines and public utility lines that, without limiting the generality of the foregoing, provide power, communication facilities, water, fuel, venting and/or sewage or water disposal and/or other utility services (collectively hereinafter referred to as the "**Common Services**").

For greater clarity, the Common Services shall not include the foregoing, to the extent that same lie within the Potl boundaries and which only service the Potl and shall not include, among other things, any privacy fences on the Potls, the private sidewalk/walkways on a Potl, private driveways located on a Dwelling Potl, any retaining wall(s) located on the individual Potls and which retaining wall(s) only service such individual Potl and the storm water systems (including the weeping tiles) located on an individual Potl which only service such individual Potl including the individual branches out to any main truck line.

1.4 The Condominium will not have any units (as this is a Common Element Condominium) or buildings within the common elements.

1.5 The Declarant does not anticipate on designating any areas on the condominium plan as exclusive use portions of the common elements.

1.6 The location of the Condominium is more particularly set out in the reduced copy of the draft site plan. The reduced draft site plan outlines the proposed location of the Potls. Each of the Potls will be described as parts on a reference plan. A copy of the draft reference plan outlining the proposed location of the Potls accompanies this Disclosure Statement. Each of the Potls will have a common interest in the Condominium and which common interest, in accordance with the Act, attaches to each owner's Potl (described in the Declaration) and cannot be severed from the Potl upon the sale of the Potl or the enforcement of an encumbrance registered against the Potl.

1.7 Each Potl will acquire an undivided co-ownership interest in the Corporation as described in Schedule "D" to the Declaration. Each owner of a Potl will contribute his/her proportionate share toward the common expenses of the Corporation as described in Schedule "E" to the proposed Declaration. Common expenses include the cost of maintaining, repairing and replacing the Common Services. The projected annual common expenses for the maintenance of the Common Services are described in the first year operating budget statement which accompanies this Disclosure Statement.

1.8 The draft site plan is intended to give purchasers an overview of the location of the Condominium and the Potls; however, the Declarant reserves the right to alter and/or revise the draft site plan to comply with decisions of final site plan and other approvals of the City of Cambridge, the Regional Municipality of Waterloo and any other governmental authorities. In addition, the Declarant reserves the right to increase or decrease the number of Potls which may necessitate revisions to Schedule "D" to the proposed Declaration (by way of increase or decrease) and the corresponding common interests and common element expense contributions of the members of the Condominium and the Budget for the Condominium. The Purchasers agree that in no event shall same be deemed to be a material change. If an owner fails to contribute to its ongoing contributions toward the common expenses of the Corporation, the Corporation shall have a statutory lien that may be secured by registration pursuant to section 85 of the Act against the title to the Potl, and this lien stands in priority to any registered mortgage or encumbrance if registered in compliance with section 85 of the Act.

1.9 The Declarant proposes that hydro services will be metered to the common element areas and billed to the Condominium directly by the applicable utility. (ie. for street lighting). The Declarant does not anticipate that water services will be supplied to the common element areas. It is intended that each Potl, containing a townhouse, will be separately metered for utilities.

1.10 There are no representations with respect to the quality of materials or appearance of buildings other than those specifically set out as representations in the Disclosure Statement, the Agreement of Purchase and Sale of the Builder and the registered restrictions on title to each owner's Potl .

1.11 The Purchasers are advised there are restrictions on each individual Potl, in the form of registered restrictions on title to each owner's Potl, restricting or prohibiting the erection or fastening to the Potls of any antennas, aerials, satellite dishes or the construction of any type of outbuilding (including but not limited to storage sheds, garden sheds, greenhouses or similar structures of any kind) except with approval of the Board. The Purchasers are also advised that the Declarant also reserves the right to impose restrictions on additions, alterations, renovations or plantings of any kind with respect to any portion of each owner's Potl, other than what was originally, installed or constructed by or on behalf of the Declarant or the Builder including but not limited to provisions which will not permit the same until such time as the Condominium and all dwellings and parking spaces located on the Potls have been completed and the Declarant or Builder no longer has any ownership interest in the Condominium and/or the Potls or until such time as may otherwise be determined by the Declarant in its discretion, save and except for regular maintenance and for permitted repairs after destruction or damage. The purpose of such restrictions are to ensure the uniform development and appearance of the Condominium and the Potls. This will serve to enhance this development for the benefit of all owners. **The Purchasers are advised to review the actual documents accompanying this Disclosure and their Agreements of Purchase and Sale for such restrictions.**

ARTICLE 2
MODEL UNITS, COMPLETION AND CONSTRUCTION NOISE

2.1 The Declarant reserves the rights for itself and its authorized agents or representatives to erect and maintain signs and displays for marketing/sale purposes, as well as model homes 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 Potls, at such locations and have 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 other usual or customary services) to the Declarant’s marketing/sales/construction/customer-service office(s) and said model homes.

2.2 No entrance or other signs or plaques referring to the Declarant (or related company) as the developer or builder of Black Oaks shall be removed, obscured or covered before all of the Potls have been transferred by the Declarant or the Builder without the prior written consent of the Declarant which consent may be arbitrarily refused. No other signage of any sort at all is permitted without the prior written approval of the Declarant or Builder while it still has any ownership interest in any Potl.

2.3 The Declarant and its authorized agents or representatives and/or invitees including but not limited to potential purchasers and tenants of any unsold Potls, shall have free and uninterrupted ingress and egress rights to and from the common elements, for the purposes of implementing, operating and/or administering the Declarant’s/Builder’s marketing, sale, construction and/or customer-service program(s) with respect to any unsold Polts from time to time (including viewing the common elements, and/or any Potls and passing across the common elements and making reasonable use of visitor parking facilities).

2.4 The Completion of roadways, servicing, landscaping and the recreational areas may not occur by occupancy/closing by the owners of their dwellings and parking spaces located on the Potls. There will be the usual construction noise and inconvenience to purchasers until the Condominium and all of the dwellings and parking spaces located on all of the Potls are completed.

ARTICLE 3
EASEMENTS

3.1 The Condominium will be subject to easements disclosed by the registered title and created in Schedule “A” to the Declaration. The Purchasers are advised that the Condominium may receive and may be subject to easements for the purpose of providing access to servants, agents, and contractors to maintain, repair, replace or service equipment, system or any other item provided by any utility and for easements in favour of the Declarant and/or Builder for the purposes of providing access for contractors, installation of facilities and other associated easements required for the construction, maintenance and repair of the Common Services, and the dwellings and parking spaces on the Potls.

3.2 The Condominium may also be subject to easement agreements for internal site services affecting the common elements in favour of one or more of the following: Bell Canada or any telephone supplier, Rogers Cable Communications Inc. or any cable or other television supplier, GrandBridge Energy Inc., the Regional Municipality of Waterloo or the Corporation of the City of Cambridge, dependent upon servicing requirements which your Corporation will be obliged to grant if required through the approval process.

3.3 The Condominium may also be subject to an agreement in favour of Rogers Cable Communications Inc. for the installation and maintenance of the Cable T.V. system.

3.4 The Condominium may also be subject to a number of agreements in favour of the Corporation of the City of Cambridge, and the Regional Municipality of Waterloo.

3.5 The Purchasers are further advised of the possibility that some or all of the Common Services may be required to be located in areas which would otherwise comprise a Potl (or otherwise not within the lands that comprise this Condominium) an in such event may extend beyond the limits of the Condominium and be contained within areas of one or more Potls. In such event these areas may be subject to easements in favour of the Condominium (or public and/or private utility service providers) to allow for the operation, maintenance and repair of any of the Common Services contained or located therein. In any event, the obligation for any maintenance and repair of the Common Services will be as set out in this Disclosure Statement.

3.6 The Purchasers are further advised that it is possible that portions of some or all of the Common Services to be constructed by the Declarant or Builder beneath or on the common element roadways, sidewalk/walkways to service the development may be required to be located in areas beyond the limits of the common element roadways (and other components of the Condominium) and with certain front, rear and/or side yard areas to the proposed Potls. These areas may be subject to easements for access and maintenance purposes in favour of the Condominium in order to allow for the maintenance and repair of the Common Services by the Condominium.

3.7 The Purchasers are further advised that the Corporation has a duty to grant, immediately after registration of the 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 and Potls, 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 Potls 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 the Potls and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

ARTICLE 4
PROPOSED CONDOMINIUM BY-LAW

4.1 Proposed By-Law No. 1 sets out the requirements for:

(a) Holding and conducting annual and special meetings of the owners of the Potls;

(b) Notice requirements for meetings;

(c) Voting rights of the owners of the Potls;

(d) election of a Board of Directors (the “**Board**”) and appointment of officers of the Corporation;

(e) Assessing and collecting common expenses; and

(f) The borrowing of money by the Corporation.

4.2 As this Condominium will be a common elements condominium corporation, there are no units to be contained within the Condominium and, accordingly, there is no (and will be no) standard unit by-law, nor any schedule as contemplated pursuant to Section 43(5)(h) of the Act.

ARTICLE 5
PROPOSED RULES

5.1 The Board may pass and establish rules relating to the operation of the common elements or any portion(s) thereof to promote the safety, security and/or welfare of the owners and to prevent unreasonable interference with the use and enjoyment of the common elements.

ARTICLE 6
PETS

6.1 Pets may not be kept on the common elements.

6.2 Pets must be accompanied by an occupant of a Potl and kept under reasonable control when on the common elements so as to not to be a nuisance or cause irritation to other occupants of the Potls. No pet may be kept on any part of the common elements. The Board can require any pet to be removed from the common elements if the Board deems such pet to be a nuisance.

6.3 Without the prior written approval of the Board, the only permitted pets are gerbils, hamsters, dogs, domestic housecats, parakeets, budgies, canaries, parrots and birds of that sort, and small fish in an aquarium.

6.4 If any pet should defecate in any area, the person accompanying such pet shall immediately clean up the soiled area and has a duty to do so.

6.5 Despite the foregoing, and without limiting the generality of the foregoing, because the presence of certain breeds of dogs or aggressive dogs or dogs which give the impression of being aggressive may give concern to other owners, there shall be no dog allowed on the common elements of the following breeds or types, Pit Bull, Rottweiler, Doberman, or any dog whose lineage includes any one or more of such breeds, any sort of guard dog or such other breed as the Board may determine from time to time is not to be allowed. In addition, no dog which appears, in the opinion of the Board to be aggressive or threatening or to be acting aggressively or in any sort of a threatening manner is allowed on the common elements. It is within the Board’s uncontrolled discretion to determine what breeds and what specific dogs are not permitted on the common elements and its discretion is not subject to being explained or questioned.

6.6 Any restrictions, rules or prohibitions with respect to pets is subject to one or more exceptions which can be made for medical reasons in the discretion of the Board reasonably exercised, upon receipt of adequate documentation including without limiting the generality of the foregoing, evidencing:

(a) that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained seeing eye dog or trained seeing eye animal, and is necessary to any person with a right of access to the common elements;

(b) that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained hearing ear dog or trained hearing ear animal and is necessary to any person with a right of access to the common elements;

(c) that an animal which would otherwise be prohibited, is trained and used to assist an occupant of a Potl with normal day to day activities that such occupant because of a physical disability is unable to perform for him or herself, such as retrieving items, turning on and off of lights, assisting in propelling a wheel chair and other acts of such nature.

6.7 The necessity of a seeing eye dog (or other suitably trained animal), hearing ear dog (or other suitably trained animal) or other animal which would otherwise be prohibited, accompanying a person with a right of access to the common elements must be established by documentary medical evidence of a physician licensed to practice in the province of Ontario. In addition, while one or more exceptions may be made as aforesaid, any such animal must be kept under reasonable control and not cause any undue disturbance or annoyance to any other occupants of the Potls.

6.8 The Board has discretion but not the obligation to permit other pets that might otherwise be prohibited, if the need for same is established by sufficient documentary medical evidence of one or more licensed physicians in the province of Ontario.

ARTICLE 7
MAINTENANCE AND REPAIR

7.1 **Repair and Maintenance by Corporation**

(a) The Corporation is responsible for the maintenance and repair of the Common Services and the common elements including but not limited to the facilities and services as more particularly described in Schedule “H” to the Declaration, at its own expense and which responsibility to maintain and repair the common elements shall include but shall not be limited to the removal of snow from (i) visitor parking spaces on the common elements, (ii) the common element sidewalk/walkways; (iv) the common element roadway; (v) the common element mailbox area(s); and (vi) the common element waste/garbage and recycling area(s). The Corporation’s responsibility for the maintenance and repair of the common elements also include but shall not be limited to the grass cutting on any portion of the common elements.

(b) The Corporation’s responsibility or obligation to:

(i) cut grass on any portion of the common elements; or

(ii) to remove snow from any visitor parking spaces on the common elements, any common element sidewalk/walkways, any common element roadway, the mailbox area(s) and the waste/garbage and recycling area(s)

shall be suspended if the Corporation is impaired, restricted or prevented on account of the presence of any obstruction or barrier, including without limiting the generality of the foregoing, a parked or stationary motor vehicle to cut such grass or remove such snow, pending the removal of the said obstruction or barrier at no cost to the Corporation.

(c) Save and except for the Common Services, each owner shall be solely responsible for the maintenance and repair of his or her respective Potl including but not limited to all buildings, walkways, driveways, any retaining walls located on the individual Potls and which only service such individual Potl and any appurtenant yard areas, front and side yard areas and driveways within the Potl boundaries. The Condominium will have no day to day responsibility to repair or maintain your Potl other than the obligations of the Corporation set out herein. Each Potl Owner must keep the outside area(s) of his, her or its Potl including all plantings, gardens, landscaping and shrubs in a neat and tidy condition.

(d) Each Potl Owner may be required, at the time of their purchase of the Potl, to execute an agreement to be bound by a maintenance agreement arranged by the Corporation to authorize a maintenance company, its successors and assigns and their servants, agents, contractors and labourers with all necessary materials, equipment, machinery and vehicles to enter on, over, along, across, through and upon their Potl at all times and to pass and repass thereon for the purpose of cutting the grass on their Potl. The Potl owner also consents to pay their proportionate share of such maintenance agreement in proportion to the Potls respective appurtenant common interests attaching to its Potl as set out in Schedule “D” to the Declaration and which contributions have been included as a line item in the budget. The Potl Owner also agrees to include in any offer to purchase, agreement of purchase and sale, and/or rental agreement with any subsequent purchasers, transferees or tenants a similar covenant to execute and be bound by any such maintenance agreement arranged by the Corporation with respect to grass cutting on the individual Potl and failure to do so, will entitle the Corporation to seek such damages from the Potl Owner who failed to obtain any such similar covenant. The initial maintenance agreement shall be for a three (3) year term and will be subject to renewal with the consent of the Corporation.

7.2 **Corporation Access**

(a) The Corporation through its labourers, employees, contractors or agents has a right of access to any Potl as is required to do any inspection, maintenance, repair or replacement with respect to any component of any portion of the common elements including the Common Services. The Corporation is responsible to repair and rectify any damage that occurs on account of access to, maintenance, repair and replacement of any component of any portion of the common elements including the Common Services by or on behalf of the Corporation.

7.3 **Responsibility of Owner for Damage**

(a) Each Owner shall be responsible for all damage to the common elements, which is caused by the negligence or wilful misconduct of an occupant of such owner’s Potl.

ARTICLE 8
COMMON ELEMENTS

8.1 **Use of Common Elements**

Subject to the provisions of the Act, the Declaration, the By-Laws and any Rules, each owner has the full use, occupancy and enjoyment of the whole or any parts of the common elements, except as herein otherwise provided.

8.2 **Facilities Included as Common Elements**

(a) The Common Services and the amenities located on the common elements (including the items more particularly detailed in Schedule "H" to the Declaration) will be deemed facilities included as the common elements including the curbs located on the common elements, the centralized mailbox, the waste/garbage and recycling services, the visitor parking, the common element sidewalk/walkways, street lighting and the common element roadways.

8.3 **Exclusive Use Common Elements**

There are no areas of the condominium plan designated as exclusive use portions of the common elements.

8.4 **Restrictions of Use of Common Elements**

(a) Prohibited Activities

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

(i) will result in a contravention of any term or provision set out in the Act, the Declaration, the By-Laws and Rules (if any) of the Corporation;

(ii) is likely to damage the common elements, injure any person, or impair the structural integrity of the common elements area;

(iii) will unreasonably interfere with the use and enjoyment by the other owners of the common elements and/or their respective Potls;

(iv) may give rise to the possible cancellation of any policy of insurance or results in an increased premium, or any increase in the deductible portion in respect of such a policy, and the owner shall reimburse the Corporation for such increases, and such increases shall be added to the owner's contribution towards the common expenses.

(v) adversely affect noise attenuation features in any portion of the common elements (if any);

(vi) diminish the fire rating of any portion of any common elements; or

(vii) violate the Building Code.

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 the Declaration, any By-Law and/or the Rules (if any).

(b) Restricted Access to Common Elements

Without the written consent 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 common elements or any part thereof as designated by the Board, from time to time.

8.5 **Additions, Alterations and Improvements**

(a) Made by the Corporation

(i) Subject to subparagraph 8.5(a)(ii) the Corporation may, by resolution of the Board make an addition, alteration or improvement to the common elements, a change in the assets of the Corporation or a change in the service that the Corporation provides to the owners in accordance with sections 97(2) and 97(3) of the Act,

(ii) In accordance with subsections 97(4), (5) and (6) of the Act, the corporation may only make a substantial addition, alteration, improvements to the common elements, a substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides to the owners unless the owners who own at least 66 2/3 percent of the common interests attaching to the Potls vote in favour of approving it.

(b) Made by Owners

An Owner may only make an addition, alteration or improvement to the common elements including but not limited to any installation, renovation, decoration, painting, staining, maintenance or repair, the construction of any structure, fence, screen, hedge, garden, planting of any kind, or erection of any kind whatsoever in or on any part of the common elements (except for maintaining those parts of the common elements which he or she has a duty to maintain in accordance with the provisions of the Declaration, if any) save and except in accordance with section 98 of the Act which include but is not limited to such owner obtaining the prior written approval of the Board and entering into an agreement with the Corporation in accordance with section 98 of the Act.

8.6 **Compliance by Occupants**

(a) It shall be each owner’s responsibility to ensure that all occupants of a Potl comply with and are aware of all current Rules (if any), the Declaration, the By-laws, the Act and any registered restrictions on title to each owner’s Potl. It is a duty of the occupants of a Potl to comply with all such Rules (if any), the Declaration, the By-laws and the Act.

8.7 **Maintenance of sidewalks, etc.**

The common element sidewalk/walkways, the common element roadways and any designated parking spaces located on the common elements are to be maintained in a snow-free condition and the common element sidewalk/walkways are to be void of any obstructions twelve (12) months of the year.

8.8 **Private Contractor – Waste Management Area**

A private contractor shall pick up and dispose of all recyclables and other household waste materials from a designated refuse area or areas located on the common elements. Each Potl Owner shall be required to dispose and/or take of all recyclables and other household waste materials from their Potls to the designated refuse area located on either the common elements and/or within a Potl boundary. Large waste items (i.e. appliances, furniture, Christmas trees, etc.), as determined in the sole discretion of the Corporation, must be taken by the owners at their sole cost to a landfill site at the Regional Municipality of Waterloo.

ARTICLE 9
INSURANCE

9.1 The condominium maintains replacement cost insurance on the common elements and on its behalf and on behalf of the owners against major perils.

9.2 Each owner should obtain his, her or its own insurance on the owner's Potl and all buildings constructed thereon. In addition, the Corporation's insurance does not protect the owner from many types of loss including public liability coverage on the Potls (and in some circumstances public liability damages that occur in the common elements), loss or damage to personal items (whether on the Potl or the common elements) and chattels or betterments or improvements (whether on the Potl or the common elements). Each owner should approach an insurance agent knowledgeable in condominium insurance to be properly advised as to what insurance is required including but not limited to insurance to cover the deductible on the Corporation's main policy for which an owner may be responsible.

ARTICLE 10
MARKETING OF BLOCKS OF UNITS TO INVESTORS

The Declarant does not propose to market blocks of the Potls (and common interests attaching thereto) to investors. There is no limit on the number of Potls any one purchaser may buy.

ARTICLE 11
THE BUDGET

11.1 The proposed budget for operating expenses and reserves for the first year after registration has been established having regard to the fact that the common elements and facilities are new and accompanies this Disclosure Statement.

11.2 No assumed inflation factor has been applied to the reserve or other items. You should take into account inflation factors for the reserve items equal to or in excess of those projected by governmental statistics.

11.3 The budget is not a representation as to the actual costs of operating the Corporation for the first year following registration but are merely estimates of the costs made by the Declarant/Corporation.

ARTICLE 12
ONTARIO NEW HOME WARRANTIES PLAN ACT AND WARRANTY LIMITATIONS

12.1 The property is subject to the Ontario New Home Warranties Plan Act. The Declarant has enrolled or will enrol the proposed units and common elements pursuant to the Ontario New Home Warranties Plan Act in accordance with the regulations made under that legislation.

12.2 The common elements and facilities thereto, if any, do not have any warranty from the Declarant or the Builder. The Agreement of Purchase and Sale for each Potl operates to assign any manufacturer’s warranty if still in effect at the time and if available. The Condominium will be responsible for the common elements and facilities, if any, and to process any manufacturers warranty claims themselves, if any.

12.3 There is no warranty regarding the common element trees and other landscaping items within the Condominium. In other words, if trees or other green growing amenities do not survive, it will be the responsibility of the Condominium to replace and maintain the same.

12.4 The trees shown on the landscaping plan are scaled to be their estimated full-grown size to show their relationship to buildings and other site aspects within the Condominium. The actual size of the trees planted by the Declarant will in most cases be significantly smaller.

ARTICLE 13
OTHER PAYMENTS

13.1 You are responsible to pay for the following which are not included in the budget statements:

(a) All costs and expenses relating to your Potl including but not limited to the replacement, repair and maintenance of any buildings, structures, appliances, chattels, and/or fixtures located thereon or therein, subject to the provisions in the Declaration.

(b) Municipal taxes in respect of your Potl.

(c) The supply of all utilities and services to your Potl.

(d) Any additional insurance premiums where coverage is not provided for in the budget statements.

(e) Replacement and repair costs of appliances, chattels or fixtures, including (if any) water heater, water softener, air conditioning equipment and furnaces unless these are leased in which case you are responsible for the lease payments.

(f) Any other costs of living in your Potl and or use of the common elements, which are not provided for in the budget statement.

ARTICLE 14
LEASING OF POTLS BY THE DECLARANT/BUILDER

14.1 The Declarant has no present intention to lease more than zero per cent (0%) of the proposed common elements and the Builder has no present intention to lease more than zero percent (0%) of the Potls; however, the Declarant or Builder maintains the right to lease one or more Dwelling Potls and/or Parking Potls provided there is compliance with the requirements in the Declaration.

ARTICLE 15
SALE OF PARKING POTLS

15.1 The Declarant intends to sell the one hundred fifty two (152) Parking Potls and register restrictive covenants on the title to each of the Parking Potls. The restrictive covenants will restrict the use of the Parking Potls to only allow for the parking of motor vehicles that are operable, have a current motor vehicle license and have insurance as is required to permit the operation of that motor vehicle on the highways of Ontario. The restrictive covenants will only also prohibit the parking or storage of derelict and/or recreational vehicles on the Parking Potls. Prohibited recreational vehicles include boats, trailers, snowmobiles, personal water craft and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one or more persons.

ARTICLE 16
FEES OR CHARGES TO BE PAID TO THE DECLARANT OR ANOTHER PERSON

16.1 There are no fees or charges that the Corporation will be required to pay the Declarant.

16.2 The only fees and charges that the Corporation is required to pay to another person will be payments to the property manager and those fees and charges that are set out in the proposed budget that accompanies this Disclosure Statement.

ARTICLE 17
POTLS EXEMPT FROM COSTS

17.1 No common interests that are attached or will attach to an owner’s parcel of land are exempt from a cost attributable to the rest of the common interests.

ARTICLE 18
PARKING

18.1 **Motor Vehicles/Recreational Vehicles**.

(a) Save and except for an owner’s driveway, garage or Parking Potl (if applicable), no motor vehicle may be parked or left on any other portion of the common elements, by anyone except with the prior written permission of the Board, which permission can be revoked. Written permission can include signage designating parking for certain purposes or persons including permitting parking in areas designated for use when making use of recreational facilities, if any, and areas designated for use by visitors.

(b) Only motor vehicles that are operable, with a current motor vehicle license and insurance as is required to permit the operation of that motor vehicle on the highways of Ontario may be parked in any permitted parking area. The Board is empowered to impose further restrictions with respect to parking.

(c) There shall be no parking or storage of derelict and/or recreational vehicles on the common elements or as provided in the restrictive covenants attaching to each of the Potl(s), on any Potl(s). Prohibited recreational vehicles include boats, trailers, snowmobiles, personal water craft and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one or more persons.

18.2 **Visitor Parking**

(a) There will be seventy six (76) visitor parking spaces which includes seven (7) barrier free spaces within the Condominium. In the absence of the prior written permission of the Board, only bona fide visitors to a Potl may use the areas marked for visitor parking. The Board has the absolute discretion to determine whether someone is or is not a visitor to a Potl or whether or not a person is a full or part time occupant thereof. Although the Declarant has no intention of granting leases or licenses to allow Dwelling Potl owners to park motor vehicles in the visitor parking spaces, the condominium may by bylaw authorize leases or license of one or more visitor parking spaces to the Dwelling Potl owners.

(b) Subject to the condominium granting leases or licenses as aforesaid owners may not park motor vehicles other than in their Potl(s) and in accordance with the restrictive covenants attaching to each of the Potl(s).

(c) Visitors are not required to pay for parking.

(d) There is visitor parking on the property

ARTICLE 19
SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS

19.1 The following represents a brief narrative description of the significant features of the Management Agreement and various other agreements. The description is not meant to be exhaustive and does not contain a full summary of all of the provisions of the document(s) but does contain a summary of certain material provisions of such document(s). Any statements herein as to the provisions of such documents are qualified in all respects by the contents of such documents and references made to copies of the documents which have been delivered concurrently (or delivered in the future) with the delivery of this Disclosure Statement. Each of the following agreements may be terminated by the Corporation pursuant to the provisions of Section 112 of the Act:

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

(a) Reserve Fund Study

The Board elected or appointed at a time when the Declarant owns a majority of the common interests (i.e. the Declarant Board) shall contract with a qualified consultant for the preparation of a reserve fund study to be performed within one (1) year following registration of the Declaration and Description of this Condominium to ensure that the Corporation maintains adequate reserve funds for the major repair and replacement of the common elements and assets of the Corporation.

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

(b) Performance Audit

The Declarant shall enter into an agreement on behalf of the Corporation, at the Declarant’s cost, with an engineering consultant retained by the Declarant to prepare the performance audit required to be performed under Section 44 of the Act within the four-month period commencing on the sixth month following registration of the Declaration and Description of this Condominium. The performance audit shall be conducted by the professional consulting engineers who shall make an examination of this Condominium and assess the “as constructed” condition of the various systems and components (namely, the Common Services) of this Condominium in accordance with Section 44 of the Act in order to provide the Corporation with the report which assists the Corporation in assessing repair and maintenance requirements.

In the event that the non-declarant board of directors terminates the contract entered into and chooses to retain an alternate consultant to undertake the performance audit, or to prepare a second performance audit, then, with respect to the Declarant's responsibility for the cost of the performance audit, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price insofar as the cost of the performance audit is concerned and that any expenditure in excess of the said amount shall be the sole responsibility of the Condominium.

(c) Financial Audit

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

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

(d) Management Agreement

The Condominium Corporation will enter into a Management Agreement with Freure Property Management Limited (the "**Manager**") pursuant to which the Manager will be the exclusive representative and managing agent of the Corporation for a period of two (2) years from the date of registration of this Condominium.

The duties of the Manager are fully set out in the Management Agreement, a copy of which accompanies this Disclosure Statement, and include, among other things, the enforcement of the terms of the Declaration, By-laws and Rules of this Condominium, the collection of common expenses, arranging for the repair and maintenance of the common elements and the keeping of accounts of all financial transactions involved in managing this Condominium.

The annual budget shall constitute the major control under which the Manager shall operate and, in addition to the furnishing of the first year's operating budget, the Manager shall furnish to the board, in writing, an estimated budget for the following year setting forth by categories, the Manager's best estimate of any expenses of the operation of the property for the coming year.

The Manager may engage a parent or subsidiary corporation or any (other) person, firm or corporation associated, affiliated or otherwise connected with it to perform any work or services for the Corporation within the Manager's scope of duties without being in breach of any fiduciary relationship with the Corporation.

The Manager shall be entitled to payment for its managerial services of the sum of Thirty ($30.00 CAD) Canadian Dollars per Potl per month (inclusive of HST) during the two (2) years of the term, and free and clear of all costs incurred for services provided by third parties in the operation of the property. The Manager shall be entitled to reimbursement for all of the expenses (including, but not limited to, any costs relating to facsimile charges, telephone charges and photocopy charges) directly relating to the Management Agreement and the performance of the duties of the Manager under it.

The Corporation may terminate the Management Agreement on at least thirty (30) days' notice in accordance with the Act.

(e) Insurance Trust Agreement

There will be no Insurance Trust Agreement unless the same is established by the Corporation after its registration.

(f) Mutual Use Agreements

The Declarant does not intend to enter into any agreement for the mutual use, provision, maintenance or cost sharing of facilities or services.

(g) Miscellaneous Contracts

The Declarant will enter into such other contracts as may be necessary or required for the provision of services to the Condominium including, without limitation, hydro, landscaping, snow removal, provision of supplies, insurance, accounting services and other such matters as may be required for the orderly operation of the Corporation. The Declarant will also be entering into an assumption and indemnity agreement with the Condominium whereby the Condominium will assume and indemnify the Declarant with respect to the various subdivision, site plan, development, noise attenuation, noise warning, salt management plan and other ongoing agreements and easement agreements with the Regional Municipality of Waterloo, the Corporation of the City of Cambridge, Bell Canada, GrandBridge Energy Inc., Rogers Cable Inc., and other relevant governmental authorities and agencies with respect to the common elements.

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

ARTICLE 20
MISCELLANEOUS MATTERS

20.1 The Declarant has no actual knowledge of any judgments against the Corporation created by the Declarant, nor does it have any actual knowledge of any pending lawsuits to which the Corporation is or will be a party.

20.2 There are no reserve funds nor will there be any reserve funds established for the Corporation other than the reserve funds collected from owners after registration of the Condominium. Please note that there will be no reserve fund contributions made for the Potls or for the services within the Potls.

20.3 There are no services that the Declarant provides or for which it pays that might reasonably be expected to become a common expense at any subsequent time.

20.4 Subject to paragraph 18.2(a) of this Disclosure Statement, no part or the whole of the common elements are subject to a lease or licence.

20.5 The models, sketches, drawings, site plans, maps and printed and other promotional material of the Declarant are conceptual only.

20.6 The budget is prepared on the basis of a private contractor picking up and disposing of garbage refuse from a designated refuse area or areas. It will be the Potl owner’s responsibility to deposit all garbage refuse into the designated refuse area or areas, subject to the rules and regulations, as determined from time to time by the Board of Directors and/or the Manager.

20.7 There may be a temporary parking lot required on the site to service the model suites.

20.8 This Disclosure Statement is not a complete summary of all of the provisions contained in the condominium documents. It is necessary to review the documents themselves for complete information and for clarification of any of the significant features described below.

20.9 There are no major assets and property that the Declarant has indicated that it may provide, even though it is not required to do so other than as set out herein.

20.10 There are no units and or assets that the Corporation is required to purchase, services that it is required to acquire or agreements and leases that it is required to enter into with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant, with the exception of the management agreement to be entered into with Freure Property Management Limited (a related entity to the Declarant) and the Assumption Agreement to be entered into with the Declarant.

20.11 There are no proposed restrictions or standards with respect to the use of common elements or the occupancy or use of units (which there are none as a result of this being a common elements corporation) that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.

20.12 No building on the property has been converted from a previous use.

20.13 There exist no restrictions or standards with respect to the use of common elements that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.

20.14 The Declarant owns land adjacent to this Condominium Plan being the balance of the Project and consisting of proposed freehold units.

Sections 73 and 74 of the Act (as may be amended)

Rescission of Agreement

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

Notice of rescission

73(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,

(a) the date that the purchaser receives the disclosure statement;

(b) the date that the purchaser receives a copy of the applicable condominium guide under section 71.1; and

(c) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.

Refund upon rescission

73 (3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

Material changes in disclosure statement

74(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.

74(2) In this section,

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

(a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation,

(b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,

(c) a change in the portion of units or proposed units that the declarant intends to lease,

(d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or

(e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation.

Contents of revised statement

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

Time of delivery

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

Purchaser's application to court

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

Rescission after material change

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

(a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;

(b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and

(c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination.

Notice of rescission

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

Declarant's application to court

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

Refund upon rescission

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

Time of refund

74(10) The declarant shall make the refund,

(a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or

(b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8).

Black Oaks January 28, 2025
Amended Proposed Operating Budget
for 1st year after registration

# of units: 152
# of months: 12

	Total Annual Budget	Budgeted Monthly Fee/unit
Revenue		
Fees Income	204,288.00	112.00
Miscellaneous Income	-	0.00
Total Revenue	204,288.00	112.00
Administration		
Management Fee	61,833.60	33.90
Bank Charges	2,736.00	1.50
Condominium Authority Of Ontario	1,824.00	1.00
Office Supplies/Meetings/Education Fees	1,824.00	1.00
Legal	1,500.00	0.82
Audit	3,225.00	1.77
Parking Control	3,150.00	1.73
Insurance	4,560.00	2.50
Operating Contingency	-	0.00
Total Administration	80,652.60	44.22
Utilities		
Water	-	0.00
Hydro	2,736.00	1.50
Total Utilities	2,736.00	1.50
Common Element Servicing		
Garbage Disposal	27,815.00	15.25
Landscaping - Contract	39,800.00	21.82
Landscaping - Developer to provide free of charge	(39,800.00)	-21.82
Landscaping - Extras	5,000.00	2.74
Snow Removal & Salt - Contract	35,875.00	19.67
Snow Removal & Salt - Extras	16,950.00	9.29
Repairs/Maintenance	-	0.00
Total Common Element Servicing	85,640.00	46.95
Other Expenses		
Performance Audit	4,500.00	2.47
Reserve Fund Study	4,500.00	2.47
Turnover Audit	2,000.00	1.10
Total Other Expenses	11,000.00	6.03
Reserve for Capital Replacement	24,259.40	13.30
Total Operating Expenses	204,288.00	112.00
Net Profit / (Loss)	-	0.00

FREURE PROPERTY MANAGEMENT LTD
Your Home. Our Priority.

BLACK OAKS
~ OPERATING Budget Notes ~
Effective From Date Corporation Registered

Special Note - The First Year's Operating Budget Expenses Are Based on the Projected Completion of Common Area Construction Work and the Sodding of Dwelling Units in the First Year Following Registration. The Common Element Monthly Fees Will Increase Significantly in Subsequent Years as Additional Construction Work is Completed and More Services are Provided by the Corporation Under New Budgets.

REVENUE

Common Element Fees – Funds collected from Unit Owners to pay daily operating expenses, with a portion allocated to the Reserve Fund.

Miscellaneous Income – Interest collected on funds in the bank.

EXPENSES

Administration

Management Fee – Management fee for the first year following the Corporations registration has been set at $30.00 per month per unit and includes HST. Management is for Freure Property Management Limited and includes the day-to-day services of your management team – Property Manager, Administrator and Accounting. This rate is in-line with the condominium property management market.

Condominium Authority of Ontario – The Condominium Authority of Ontario (CAO) came into effect on September 1, 2017. The CAO collects $1.00 per month per unit and provides services to the Condominium Corporation, Board of Directors and Unit Owners. You can learn more about the CAO by visiting their website at: www.condoauthorityontario.ca/en-US/resources/.

Insurance – Your Corporation has insurance through Intact Insurance for shared common elements. *Note: Unit Owners and Tenants are required to insure their own units and contents.*

Legal -– Funds are allocated towards the costs of legal fees in the event services of the Corporation's solicitor are required during the fiscal year.

Audit – Annually an audited financial statement is required for the Condominium Corporation and is to be completed at the end of the fiscal year (December 31st). This financial audit is completed and produced by the Corporation's auditor (Clarke Starke & Diegel.

Parking Control –Due to anticipated misuse of visitors parking residents and guests, the Board of Directors may wish to authorize a third party contractor to monitor visitors parking at the development. Anyone having an overnight guest will be required to call in/email their information to be recorded. Anyone abusing visitors parking will be ticketed or towed. Funds are budgeted for this in the last quarter of the first year.

Office Supplies/Meetings/Education – Costs for photocopying, mailing, Annual General Meeting expenses are allocated to this account. Directors are required to maintain up-to-date educational requirements in accordance with the updated Condominium Act.

Bank Charges – Costs for Pre-Authorized Payments (PAP) has a one-time set-up fee for your Corporation. A cost of $1.50 per PAP transfer is charged to your corporation's operating account for this service.

Utilities

Water – Costs for the common area water at corporation hose bib (if applicable).

Hydro – Hydro is required to supply lighting services to the Corporation roadway and visitor parking areas.

Common Element Servicing

Garbage – Garbage collection at Black Oaks is provided by a third-party contractor. This category reflects the monthly costs for this weekly service.

Landscaping/Snow Contract – This is the estimated expense for the Corporation to employ a contractor to maintain all grass areas (common element and dwelling POTLS) throughout the development including cutting, trimming, fertilizing and organic weed control. The Corporation's contactor will also be responsible for maintaining all gardens, trees and shrubs located on common element property. Owners are responsible to maintain their own gardens (includes weeding, planting and watering) as well as all shrubs and trees located on their property. If plants, shrubs, trees or grass dies, the unit owner must replace at their own expense.

Landscaping Extras – May include new plantings and additional services not covered in the Contract for common areas.

Snow Removal & Salt Extras – This is the estimated expense for the Corporation to contract for removal of snow from all interior roadways (including emergency access road), visitor parking spaces, common walkways and public sidewalks and mailbox areas. Snow removal in driveways, front landings, steps and unit sidewalks is the responsibility of the unit owner.

Repairs/Maintenance – This is the estimated cost to the Corporation to repair and maintain the common elements including roadways, parking spaces, common area sidewalks and walkways, open space landscaping, perimeter fencing, streetlights, fire hydrants, catch basins, stormceptor systems (if any) and any other property and improvement which are not part of the Potl unit boundaries. The budget amount for general maintenance and repair does not include items of a capital nature involving the replacement of any aspect of the common elements. Expenditures of a capital nature shall be funded by the corporation's reserve fund.

Each Unit owner shall maintain and repair all components that makes up his/her unit, at his/her sole and absolute expense, including but not limiting to, maintenance and repair of the following:

- Heating, air-conditioning and electrical systems;
- Plumbing systems, toilets, bathtubs, sinks and other fixtures;
- All normal utility services located within the boundaries of the Unit;
- All walls, windows, screens, doors, steps, landing areas, structural components of his/her Unit, including the roof assembly and exterior painting
- All fences installed by an Owner which becomes such Owner's responsibility to maintain, repair and replace;
- All interior and exterior light fixtures;
- Walks and driveways; and
- All betterments, improvements or additions made to the forgoing.

Each Owner shall be responsible for all damages to any and all other Units and to the common elements that are caused by the failure of such Owner to so maintain and repair his/her Unit.

<u>Other Expenses</u>

Performance Audit:
This is the estimated cost of completing a Performance Audit as required by the Condominium Act, 1998. The purpose of the performance audit is to report on common element deficiencies (not unit deficiencies) that would give rise to a Warranties Act claim. A person certified under the Professional Engineers Act or the Architects Act must carry out and complete the Performance Audit. The Performance Audit must be conducted not earlier than 6 months following condominium registration and no later than 10 months following condominium registration.

Reserve Fund Study:
This is the estimated cost of completing a Reserve Fund study as required by the Condominium Act, 1998. The Reserve Fund study determines what contributions by owners are necessary to ensure proper funding for future major repairs and replacements of common elements and assets. The reserve fund study covers a period of thirty years from the date to the study and addresses all common elements and assets of the corporation having a replacement cost of not less than $500.00. Only individuals that meet a standard of classification designated by the government are authorized to conduct the study.

Turnover Audit:
This is the estimated cost of completing a financial audit of the corporation from the date when the corporation is registered until the last day of the month in which the turnover meeting is held.

This audit is separate from the fiscal year-end audit that is completed following the first year.

Reserve Fund

Reserve Fund:
This is the monthly cost for contributions to the Black Oak reserve fund for repairs and maintenance of the common elements that are shared by all owners residing at the development. The first board of directors for the corporation will commission a reserve fund study to be completed within the first year following registration. The contribution to the reserve fund in the first year as determined by the first board of directors is $50.00 per unit month. This amount is subject to change upon completion of a reserve fund study by Pretium Engineering Consultants sometime in the first year following registration.

There are no pending lawsuits material to the property of which the declarant has actual knowledge and that may affect the property after registration of a deed to the unit from the declarant to the purchaser.

There are no amounts of current or expected fees, charges, rents or other revenues to be paid to or by the corporation or by any of the owners for the use of the common elements or other facilities related to the property.

The projected amounts in all reserve funds at the end of the current fiscal year are dependent on the date of the condominiums registration. If a condominium registration occurs on July 1st, 2024, for example, the amount of funds contributed to the reserve fund at the end of 2024 by that corporation would be equal to $50.00 for each unit in the condominium plan multiplied by 6 months. With 152 units in the condominium plan for example, this would result in the reserve fund contribution at the end of 2024 in the amount of $45,600.00. Note however that the date of registration is not known at this time. Note as well that after the completion of the reserve fund study by Pretium Engineering Consultants in the first year, there could be an increase to contributions to the reserve fund study in future years.

There are no services which are not included in the budget that the declarant provides, or expenses that the declarant pays and might reasonably be expected to become, at any subsequent time, a common expense.

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 as amended or replaced and the Regulations made thereunder (all of which are hereinafter collectively referred to as the "**Act**") by:

FREURE RIVERWALK LIMITED

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

WHEREAS the Declarant is the owner in fee simple of the lands and premises 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 referred to as the "**Land**" or the "**Property**";

AND WHEREAS the Declarant intends that the Property shall be governed by the Act;

AND WHEREAS the registration of this Declaration and the Description will create a freehold Common Elements condominium corporation pursuant to the Act;

AND WHEREAS the Common Elements are intended for the use and enjoyment of the Owners for the purpose of clause 140(a) of the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE 1
INTRODUCTION

1.1 Definitions:

All words in this Declaration that are defined in the Act shall have the meaning ascribed to them in the Act, and:

(a) "**Board**" means the board of directors of the Corporation.

(b) "**Black Oaks**" mean PT LT 13-14 CON 11 NORTH DUMFRIES AS IN 364478 N OF ND4253; CAMBRIDGE; SUBJECT TO AN EASEMENT OVER PART 1, PLAN 58R-21283 AS IN WR1396534, in the City of Cambridge, Regional Municipality of Waterloo.

(c) "**By-Laws**" means the by-laws of the Corporation enacted from time to time.

(d) "**Common Elements**" means all of the Land.

(e) "**Common Services**" means collectively all pipes, wires, passive or active vents, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s) (above and below ground), weeping tiles, fire hydrants, catch basins, manholes, and/or other conduits appurtenant thereto, water mains (including both domestic and fire), underground and surface drains, swales, watercourses, storm water services, storm water drainage, overland or surface storm water flow, water services, retaining walls (unless otherwise specified herein), the hydroelectric services (both the below and above grade electrical supply systems), hydro meter(s), cable television services, gas services, street lamp standards, street lights, telephone cables and access transmission lines and public utility lines that, without limiting the generality of the foregoing, provide power, communication facilities, water, fuel, venting and/or sewage or water disposal and/or other utility services:

(i) that service more than one Potl are to the extent that same service more than one Potl deemed not to be part of a Potl but shall be Common Element, despite being within the vertical planes defining a Potl; or

(ii) that pass through a Potl to service a Potl other than that through which the same passes shall, to the extent that the same lie outside the boundaries of the Potl being serviced by the same be deemed to be Common Element.

For greater clarity, the Common Services shall not include the foregoing, to the extent that same lie within the Potl boundaries and which only service the Potl and shall not include, among other things, any privacy fences on the Potls, the private sidewalk/walkways on a Potl, private driveways located on a Dwelling Potl, any retaining wall(s) located on the individual Potls and which retaining wall(s) only service such individual Potl and the storm water systems (including the weeping tiles) located on an individual Potl which only service such individual Potl including the individual branches out to any main truck line.

(f) “**Corporation**” means the condominium corporation created by the registration of this Declaration on the title to the lands described in Schedule A.

(g) “**Dwelling Potl(s)**” means a parcel(s) of tied land to which a common interest is attached pursuant to this Declaration that which has or is proposed to have a dwelling building situate thereon and does not consist of a parcel of land used just as a parking space.

(h) “**Electric Vehicle charging system**” means the electric vehicle supply equipment as defined in Section 86 of the Electrical Safety Code adopted under Ontario Regulation 164/99 and any other related equipment necessary to supply power to an electric vehicle.

(i) “**Occupant**” means any Owner, any Owner’s spouse, child or children, invitee, servant, guest, or tenant or any tenant’s spouse, child or children, invitee, servant or guest.

(j) “**Owner**” or “**Owners**” means the Owner or Owners of the freehold estate(s) in a Potl and who owns, pursuant to the Act, a common interest in the Common Elements, but does not include a mortgagee of a Potl unless in possession.

(k) “**Parking Potl(s)**” means a parcel(s) of tied land to which a common interest is attached pursuant to this Declaration that can only be used as a parking space.

(l) “**Potl’’** or **“Potls**” mean the one hundred fifty two (152) parcels of tied land to which a common interest is attached as described in Schedule “D” to this Declaration and shall include a Dwelling Potl(s) and a Parking Potl(s).

(m) “**Rules**” mean the rules passed by the Board as amended or replaced from time to time.

1.2 The Declarant

This Declaration is made and executed by Freure Riverwalk Limited which is the owner of the property described in Schedule A and is described herein as the **“Declarant”.**

1.3 Act Governs the Land

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

1.4 Type of Condominium Corporation

The registration of this Declaration and the Description will create a freehold common elements condominium corporation pursuant to the Act.

1.5 Consent of Mortgagees

The consent of every person having a registered mortgage against the Land or interests appurtenant to the Land and against each Potl, as the land and the interests are described in the description is contained in Schedule B.

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 Potl in Schedule “D” attached hereto and shall contribute to the common expenses in the proportion set forth opposite each Potl in Schedule “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 List and Description of Common Elements

A list of all facilities and services that are included in the Common Elements is attached as Schedule “H”.

1.8 Consent to Registration

The consent of each Owner of the Potl described in Schedule “D”, stating that the Owner consents to the registration of this Declaration, and also consents to the registration of a notice in prescribed form against the parcel of land indicating that the Owner’s common interest in this common elements corporation attaches to the parcel upon registration of the Declaration, is attached as Schedule “I”.

1.9 Notice of Attachment of Common Interest

The notice required by Section 139(2)(b) of the Act, being a notice of attachment of a common interest in the common elements condominium corporation to the Potls, is attached as Schedule “J”.

1.10 Address for Service

The address for service for the corporation shall be c/o Freure Property Management Limited, 501 Krug Street, Suite 201, Kitchener, Ontario N2B 1L3.

1.11 Mailing Address

The mailing address of the corporation shall be c/o Freure Property Management Limited, 501 Krug Street, Suite 201, Kitchener, Ontario N2B 1L3.

1.12 Reference to Condominium Plan

Any reference herein to “this condominium plan” shall mean the condominium plan created by the registration of this Declaration and the Description with respect to the Land.

1.13 Division of Potls

A Potl may not be divided into two (2) or more parcels unless an amendment is registered to the Declaration that takes into account the division of a Potl.

ARTICLE 2
RIGHT OF ENTRY

2.1 General Right of Entry

The Common Elements are subject to a right of entry and access in favour of the Corporation of the City of Cambridge, the Regional Municipality of Waterloo, utility companies (included GrandBridge Energy Inc., and any successor and assign thereof), companies that supply television and/or telephone facilities (including, without limiting the generality of the foregoing, Bell Canada and any cable or other television signal supplier) and the Corporation to permit entry by equipment, machinery and workers as is reasonably required to install, construct, repair, replace, modify, upgrade, renovate, improve and/or maintain all pipes, vents, meters, wires, ducts, cables, drains, conduits, sewers (both storm and sanitary), service connections, equipment, mains for sewer and storm water, electricity transformer(s), telecommunication signal transmission and reception facilities and lines, water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that, without limiting the generality of the foregoing provide or transmit power, communication facilities, water, fuel, venting and/or sewage or waste water disposal to or from any one or more of the Potls and/or the Common Elements. In addition, GrandBridge Energy Inc. (including its successors and assigns) and any other supplier of utilities such as water or gas has the right to place and maintain electricity or other meters (which term includes appurtenant equipment, wiring, transmission lines and any other thing necessary for same to properly function for the purpose for which the meters are intended), for one or more Potls and/or the Common Elements on the condominium plan and the further right to maintain, repair, replace, modify, inspect and read such electricity meters from time to time as it deems appropriate.

2.2 Right to Affix Equipment With No Interference

Any utility company and/or company supplying television and/or telephone facilities (including, without limiting the generality of the foregoing, Bell Canada and any cable or other television signal supplier) is entitled to affix such equipment as it deems appropriate on the condominium plan. In addition, the City of Cambridge Utilities Department (including its successors and assigns) has the right to place gas meters (which term includes appurtenant equipment, wiring and any other things necessary for same to properly function for the purposes for which the meters are intended) for one or more Potls and/or the Common Elements on the condominium plan, and the further right to maintain, repair, replace, modify, inspect and read such gas meters from time to time as it deems appropriate. No Occupant, shall interfere with or do or omit to do anything that could reasonably be expected to impair the ability of the same to perform the function(s) intended. There shall be no construction proximate to such pipes, equipment, meters, vents, wires, ducts, cables, drains, conduits, service connections, mains for sewer and storm water, electricity transformer(s), water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that could damage the same or impair the ability of the same to function as intended.

2.3 Right of Entry to City of Cambridge Utilities Department

The Condominium Corporation as a result of requesting City of Cambridge Utilities Department to supply the corporation with natural gas, hereby grants to City of Cambridge Utilities Department a free, uninterrupted and unobstructed right and licence in perpetuity to enter upon the Common Elements for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said Common Elements, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment which the City of Cambridge Utilities Department may deem necessary or convenient thereto for the purpose of the furnishing of natural and/or manufactured gas to the property and to any buildings or other sources of outlet from time to time existing upon the property, together with the right of free uninterrupted and unobstructed access to the said property, and sources of outlet for the City of Cambridge Utilities Department, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right hereby given, subject to the easement, right and licence being limited to the gas pipelines servicing the buildings and structures located on the property, if any, and provided that the easement, right and licence and the right of access will not interfere with any buildings and/or structures and/or other easements located on the property and provided further that no building or other structure will be erected above the underground gas plant.

2.4 Access to Meters

PotI are individually metered. Access to the meters shall be in accordance with any regulations which the utility responsible for reading the meter may have in effect or be subject to from time to time.

2.5 No Obstruction of Meters

No meter shall be hidden or obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter.

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

2.7 Relocation of Bell Canada Telecommunications, GrandBridge Energy Inc., and City of Cambridge facilities.

If, as result of future construction of any building or part thereof on this condominium plan, it is necessary to relocate any Bell Canada telecommunications facilities such relocation (if it can be accommodated by Bell Canada) will be at the sole cost and expense of the Corporation. If for any reason it is necessary to relocate facilities owned by GrandBridge Energy Inc. and/or the City of Cambridge, such relocation (if it can be accommodated by GrandBridge Energy Inc. and/or the City of Cambridge) will be at the sole cost and expense of the Corporation.

2.8 Right of Access by Corporation

Entry by the Corporation's agents or contractors to any area of a PotI is permitted as is reasonably necessary for the maintenance, repair or replacement of any component of any portion of the Common Elements.

2.9 Duty to Grant Other Easements

The Corporation has a duty to grant, immediately after registration of the Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, the Regional Municipality of Waterloo and the City of Cambridge, 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 PotIs 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 the PotIs and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

2.10 Location of Utility Lines

Underground utility lines, including but not limited to gas lines, may be located within the Common Elements and/or the Potls and accordingly, neither the Corporation nor any Owner shall dig or authorize any digging anywhere on the Common Elements and/or the Potls, except in accordance with the Act, the Declaration, the By-laws or Rules (if applicable) of the Corporation and upon obtaining or providing a "locate" of the proposed area where the Corporation and/or any such Owner wishes to dig.

ARTICLE 3
COMMON EXPENSES

3.1 Specifications of Common Expenses

The common expenses mean the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include the specific expenses which are set out in Schedule "E".

3.2 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 towards the 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, the By-Laws or the 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.

3.3 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, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the Common Elements and assets of the Corporation, all in accordance with the provisions of the Act.

(b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation, and shall not be distributed to any Owner except on termination of the Corporation.

3.4 Status Certificates

The Corporation shall provide to the Declarant without charge or fee upon the Declarant requesting the status certificate and accompanying statements and information in accordance with Section 76 of the Act, and the regulations, for any Potl in connection with the sale or mortgage thereof, and shall provide a duplicate thereof without additional charge if requested.

3.5 Information Certificates

The Corporation shall provide an information certificate to Owners at least once every six (6) months or at such other time, and including such information, as is prescribed by the Act or regulations thereto.

ARTICLE 4
COMMON ELEMENTS

4.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided; however, no part of the Common Elements may be used for commercial or other purposes not ancillary to residential purposes.

4.2 Facilities Included as Common Elements

(a) The Common Services and the amenities located on the Common Elements (including the items more particularly detailed in Schedule “H” to the Declaration) will be deemed facilities included as the Common Elements including the curbs, the centralized mailbox, and the waste/garbage and recycling services, the visitor parking, the Common Element sidewalk/walkways, and the Common Element roadways.

4.3 Exclusive Use Common Elements

There are no exclusive use portions of the common elements.

4.4 Restrictions of Use of Common Elements

(a) Prohibited Activities

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, or upon any portion of the Common Elements that:

(i) 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;

(ii) is likely to damage the Common Elements, injure any person, or impair the structural integrity of the Common Elements area;

(iii) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Potls;

(iv) may give rise to the possible cancellation of any policy of insurance or results in an increased premium, or any increase in the deductible portion in respect of such a policy, and the Owner shall reimburse the Corporation for such increases, and such increases shall be added to the Owner’s contribution towards the common expenses.

(v) adversely affect noise attenuation features on any portion of the Common Elements;

(vi) diminish the fire rating of any portion of any Common Elements; or

(vii) violate the Building Code

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.

(b) Restricted Access to Common Elements

Without the written 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 Common Elements or any part thereof as designated by the Board, from time to time.

4.5 Additions, Alterations and Improvements

(a) Made by the Corporation

(i) Subject to subparagraph 4.5(a)(ii), the Corporation may, by resolution of the board make an addition, alteration or improvement to the Common Elements, a change in the assets of the Corporation or a change in the service that the Corporation provides to the owners in accordance with sections 97(2) and 97(3) of the Act,

(ii) In accordance with subsections 97(4), (5) and (6) of the Act, the Corporation may only make a substantial addition, alteration, improvements to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides to the Owners unless the Owners who at least 66 2/3 per cent of the common interests attaching the PotIs vote in favour of approving it.

(b) Made by Owners

An Owner may only make an addition, alteration or improvement to the Common Elements including but not limited to any installation, renovation, decoration, painting, staining, maintenance or repair, the construction of any structure, fence, screen, hedge, garden, planting of any kind, or erection of any kind whatsoever in or on any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of the Declaration, if any) save and except in accordance with section 98 of the Act which include but is not limited to such Owner obtaining of the prior written approval of the Board and entering into an agreement with the Corporation in accordance with section 98 of the Act.

(c) Exception – Electric Vehicle

The Corporation is exempt from section 97 of the Act in relation to an Electric Vehicle charging system if all or any part of the system is situated on the Property or an asset of the Corporation and if the installation of the system is made by the Corporation and is carried out in accordance with subsection 24.3(4) or (5) of Ontario Regulation 48/01.

Notwithstanding paragraph (b), an Owner is exempted from section 98 of the Act in relation to an Electric Vehicle charging system if the installation of the system is made by the owner and is carried out in accordance with Sections 24.5 and 24.6 of Ontario Regulation 48/01 under the Act.

4.6 Compliance by Occupants

It shall be each Owner's responsibility to ensure that all Occupants comply with and are aware of all current Rules, this Declaration, the By-laws and the Act. It is a duty of the Occupants to comply with all such Rules, this Declaration, the By-laws and the Act.

4.7 Maintenance of sidewalks, etc.

The common element sidewalk/walkways, the common element roadways and any designated parking spaces located on the Common Elements are to be maintained in a snow-free condition and the common element sidewalk/walkways are to be void of any obstructions twelve (12) months of the year.

4.8 Private Contractor - Waste Management Area

A private contractor shall pick up and dispose of all recyclables and other waste materials from a designated refuse area or areas located on the Common Elements. Large waste items (i.e. appliances, furniture, Christmas trees, etc.), as determined in the sole discretion of the Board, must be taken by the Owners at their sole cost to a landfill site of the Regional Municipality of Waterloo.

4.9 Prevailing Rights of Declarant

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

(a) 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 homes and one or more offices for marketing, sales, construction and/or customer service purposes, upon any portion of the Common Elements, at such locations and have such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model homes;

(b) no entrance or other signs or plaques referring to the Declarant (or related company) as the developer or builder of Black Oaks shall be removed, obscured or covered before all of the Potls have been transferred by the Declarant without the prior written consent of the Declarant which consent may be arbitrarily refused. No other signage of any sort at all is permitted without the prior written approval of the Declarant while it still has any ownership interest in any Potl;

(c) the Declarant is entitled to complete all buildings and all improvements to any Potl or the Common Elements;

(d) the Declarant and its authorized agents or representatives and/or invitees including but not limited to potential purchasers and tenants of any unsold Potls, shall have free and uninterrupted ingress and egress rights to and 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 Polts from time to time (including viewing the Common Elements, and/or any Potls and passing across the Common Elements and making reasonable use of visitor parking facilities); and

(e) the Board and/or the Corporation shall not do or omit to do anything that would prevent or hinder the foregoing.

4.10 Motor Vehicles/Recreational Vehicles.

(a) No motor vehicle may be parked or left on any other portion of the Common Elements, by anyone except with the prior written permission of the Board, which permission can be revoked. Written permission can include signage designating parking for certain purposes or persons including permitting parking in areas designated for use when making use of recreational facilities, if any, and areas designated for use by visitors.

(b) Only motor vehicles that are operable, with a current motor vehicle license and insurance as is required to permit the operation of that motor vehicle on the highways of Ontario may be parked in any permitted parking area. The Board is empowered to impose further restrictions with respect to parking.

(c) There shall be no parking or storage of derelict and/or recreational vehicles on the Land. Prohibited recreational vehicles include boats, trailers, snowmobiles, personal water craft and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one or more persons.

4.11 Visitor Parking

In the absence of the prior written permission of the Board, only bona fide visitors to a Dwelling Potl may use the areas marked for visitor parking. The Board has the absolute discretion to determine whether someone is or is not a visitor to a Dwelling Potl or whether or not a person is a full or part time Occupant of a Dwelling Potl thereof.

4.12 Realty Signs

No Potl Owner will permit or allow any realty sign or other for sale sign to be placed anywhere on the Common Elements or any outdoor area or surface of a Potl. For clarity, Potl Owners may display such signs facing outward on the interior face of a window.

ARTICLE 5
MAINTENANCE AND REPAIRS AND CHANGES

5.1 Repair and Maintenance by Corporation

(a) The Corporation is responsible for the maintenance and repair of the Common Services and the Common Elements including but not limited to the facilities and services as more particularly described in Schedule "H" to the Declaration, at its own expense and which responsibility to maintain and repair the common elements shall include but shall not be limited to the removal of snow from (i) visitor parking spaces on the common elements; (ii) the common element sidewalk/walkways; (iii) the common element roadway; (iv) the common element mailbox area(s); and (v) the common element waste/garbage and recycling area(s) and services. The Corporation's responsibility for the maintenance and repair of the common elements also include but shall not be limited to the grass cutting on any portion of the common elements.

(b) The Corporation's responsibility or obligation to:

(i) cut grass on any portion of the common elements; or

(ii) to remove snow from any visitor parking spaces on the common elements, any common element sidewalk/walkways, any common element roadway, the mailbox area(s) and the waste/garbage and recycling area(s)

shall be suspended if the Corporation is impaired, restricted or prevented on account of the presence of any obstruction or barrier, including without limiting the generality of the foregoing, a parked or stationary motor vehicle to cut such grass or remove such snow, pending the removal of the said obstruction or barrier at no cost to the Corporation.

(c) Each Potl Owner shall be solely responsible for the maintenance and repair of his or her respective Potl including but not limited to all buildings, walkways, front yards, rear yards, side yards and driveways. In addition, and without limiting the generality of the foregoing, each Potl Owner shall be responsible for any retaining walls located on the individual Potls and which only service such individual Potl. The Condominium will have no day-to-day responsibility to repair or maintain your Potl other than the obligations of the Corporation set out herein. Each Potl Owner must keep the outside area(s) of his, her or its Potl including all plantings, gardens, landscaping and shrubs in a neat and tidy condition.

(d) Notwithstanding the foregoing, and subject to Section 4.5(a), the Corporation reserves the right to carry out grass cutting on all the Potls, with the expense of such service comprising a cost that is included in the Common Expenses. The Corporation's decision as to whether to assume or discontinue such service will not be substantial change as contemplated by subsections 97(4), (5) and (6) of the Act.

5.2 Corporation Access

The Corporation through its labourers, employees, contractors or agents has a right of access to any Potl as is required to do any inspection, maintenance, repair or replacement with respect to any component of any portion of the Common Elements including the Common Services. The Corporation is responsible to repair and rectify any damage that occurs on account of access to, maintenance, repair and replacement of any component of any portion of the Common Elements including the Common Services by or on behalf of the Corporation.

5.3 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to the Common Elements, which is caused by the negligence or wilful misconduct of an owner of a Potl and/or an Occupant of such Owner's Potl.

ARTICLE 6
PETS

6.1 Pets must be accompanied by an Occupant and kept under reasonable control when on the Common Elements so as to not to be a nuisance or cause irritation to other Occupants. No pet may be kept on any part of the Common Elements. The Board can require any pet to be removed from the Common Elements if the Board deems such pet to be a nuisance.

6.2 Without the prior written approval of the Board, the only permitted pets are gerbils, hamsters, dogs, domestic housecats, parakeets, budgies, canaries, parrots and birds of that sort, and small fish in an aquarium.

6.3 If any pet should defecate in any area, the person accompanying such pet shall immediately clean up the soiled area and has a duty to do so.

6.4 Despite the foregoing, and without limiting the generality of the foregoing, because the presence of certain breeds of dogs or aggressive dogs or dogs which give the impression of being aggressive may give concern to other owners, there shall be no dog allowed on the Common Elements of the following breeds or types, Pit Bull, Rottweiler, Doberman, or any dog whose lineage includes any one or more of such breeds, any sort of guard dog or such other breed as the Board may determine from time to time is not to be allowed. In addition, no dog which appears, in the opinion of the Board to be aggressive or threatening or to be acting aggressively or in any sort of a threatening manner is allowed on the Common Elements. It is within the Board's uncontrolled discretion to determine what breeds and what specific dogs are not permitted on the Common Elements and its discretion is not subject to being explained or questioned.

6.5 Any restrictions, rules or prohibitions with respect to pets is subject to one or more exceptions which can be made for medical reasons in the discretion of the Board reasonably exercised, upon receipt of adequate documentation including without limiting the generality of the foregoing, evidencing:

(a) that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained seeing eye dog or trained seeing eye animal, and is necessary to any person with a right of access to the Common Elements;

(b) that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained hearing ear dog or trained hearing ear animal and is necessary to any person with a right of access to the Common Elements;

(c) that an animal which would otherwise be prohibited, is trained and used to assist an Occupant with normal day to day activities that such occupant because of a physical disability is unable to perform for him or herself, such as retrieving items, turning on and off of lights, assisting in propelling a wheel chair and other acts of such nature.

6.6 The necessity of a seeing eye dog (or other suitably trained animal), hearing ear dog (or other suitably trained animal) or other animal which would otherwise be prohibited, accompanying a person with a right of access to the Common Elements must be established by documentary medical evidence of a physician licensed to practice in the province of Ontario. In addition, while one or more exceptions may be made as aforesaid, any such animal must be kept under reasonable control and not cause any undue disturbance or annoyance to any other Occupant.

6.7 The Board has discretion but not the obligation to permit other pets that might otherwise be prohibited, if the need for same is established by sufficient documentary medical evidence of one or more licensed physicians in the province of Ontario.

ARTICLE 7
EASEMENT PROVISIONS

7.1 The easements and rights in perpetuity created and referred to in Schedule A with respect to access, use, maintenance, repair, replacement, use, reconstruction and operation of the Common Services and other services shall allow Occupants and the labourers, vehicles, supplies and equipment of the Declarant and the Corporation access over the lands described in the said paragraphs creating such easements for the purposes and things necessary for or incidental to the exercise and enjoyment of the rights granted by the said paragraphs.

7.2 The Corporation has a duty to grant, immediately after registration of the 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 Potls 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 the Potls and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

ARTICLE 8
INSURANCE

8.1 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 Land and buildings (if any); and

 (ii) all assets of the Corporation, but not including anything supplied or installed by or for the Corporation;

in an amount equal to the full replacement cost of such real and personal property, 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 Common Elements (or any portion thereof, provided however that if an Owner, tenant or other person residing in a Potl with the knowledge or permission of the Owner, through an act or omission causes damage 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 Potl.

(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, if any) 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;

(iii) waiver of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Land is terminated pursuant to the Act;

(iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and

(v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION ($2,000,000.00 CAD) CANADIAN 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 Potl.

8.2 General Provisions

(a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, shall be bound by such adjustment;

(b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 8.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;

(c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Potl. 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, they shall be held in trust and applied, utilized and distributed in accordance with the Act; and

(f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable 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.

8.3 By the Owner

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 risk:

(a) Insurance on the Owner’s Potl and all buildings constructed thereon. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its 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.

(b) 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.

(c) Insurance covering the deductible on the Corporation's main policy for which an Owner may be responsible.

8.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, 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 9
MISCELLANEOUS

9.1 Indemnification

Each Owner shall indemnify the Corporation and/or the Board against loss, costs, damage injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by any act or omission of any Occupant with respect to the Common Elements, except for 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, subject to paragraph 8.1(a) of this Declaration. All payments to be made by an Owner pursuant to this paragraph shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such. An Owner shall also indemnify the Corporation, and/or the Board for all their legal costs and disbursements (including legal fees on a full and substantial indemnity basis):

(a) in effecting compliance by an Occupant with the provisions of this Declaration, the By-laws, the Rules and/or the Act, and/or;

(b) incurred in bringing any court or tribunal application involving an Occupant pursuant to the Act.

9.2 The Owner of a Potl is responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage to the Common Elements incurred or to be incurred by the Corporation, that may have been caused through an act or omission by the Owner or any person, thing or animal for whom or for which the Owner is responsible or where the origin of the damage is from the Owner's Potl.

9.3 Costs for Indemnification

The Owner is responsible for indemnifying the Corporation and/or the Board for the legal costs, fees and disbursements incurred by the Corporation, and/or the Board in effecting such compliance or pursuant to such application even if the Owner is not in possession of the Potl but has leased the same or granted any other right of occupation with respect to same.

9.4 The Corporation is responsible to comply with all of the requirements of the Regional Municipality of Waterloo with respect to winter snow and ice clearing and maintenance and will assume all of the ongoing obligations and comply with all terms and provisions of any Salt Management Plan entered into by the Declarant, as amended from time to time and accepted by the Regional Municipality of Waterloo.

9.5 Performance Audit

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.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6th month and the 10th month following the registration of this Declaration, then the Corporation shall have a duty to:

(a) 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

(b) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th 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 pursuant to section 44(9) of the Act.

9.6 The use of the masculine gender in this Declaration 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.

9.7 Notification of Lease

(a) Where an Owner leases their Potl, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:

(i) notify the Corporation that the Potl 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 in the form prescribed by Section 83(1)(b) of the Act;

(iii) provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation;

(b) If the lease of a Potl is terminated and not renewed, the Owner shall notify the Corporation in writing.

(c) No tenant of a leased Potl 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 directly to the Corporation.

(d) Any Owner leasing their Potl shall not be relieved thereby from any of their obligations with respect to the Potl, which shall be joint and several with their tenant.

(e) No Owner shall be permitted to lease Potl for periods of less than six (6) months, and no Potl may be used for any commercial use purpose, including without limitation that no Potl may be used for the purposes of providing any transient rights of occupancy (whether by lease or licence or other right of occupancy), including, but without limiting the generality of the foregoing, inn/hotel or hotel-like uses, as short-term "executive suites" or for use as boarding/lodging/rooming houses or the like.

9.8 No restriction, condition, obligation or provision contained in the Act, this Declaration, the By-law(s) or Rules 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.

9.9 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.

9.10 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 be deemed not to impair or affect in any manner the validity, enforceability or affect the remainder of this Declaration and in such event all of the provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Dated this _____ day of _________, 202__

) **FREURE RIVERWALK LIMITED**
)
)
) Per: ______________________________
) Name:
) Title:
) I/We have the authority to bind the corporation
)

SCHEDULE A

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City of Cambridge, in the Regional Municipality of Waterloo, and Province of Ontario and being composed of ● being designated as Part ___ Plan 58R-_________ (the "**Declaration Lands**").

Being Plan ____________

TOGETHER WITH rights of way or rights in the nature of easements, in favour of the owners, their successors and assigns of the Declaration Lands, in, over, along and upon the Potls, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, reconstruction and operation of any utility or service, and mechanical or electrical installations appurtenant thereto, including but not limited to water mains, catch basins, sprinklers, dry sprinklers, irrigation systems, gas mains, storm and sanitary sewers, electrical cables, wires and ducts, telephone and cable television cables, cable and telephone boxes, wires, ducts, street light standards, signs, entrance features, address markets, directional signage, curbs, sidewalks, acoustic fences, retaining walls, catch basins, manholes, fire hydrants and hydro vaults and/or hydro transformers all of which are situate or to be situate within the Potls and/or which are the responsibility of the Condominium Corporation to maintain and repair pursuant to the Declaration to which this Schedule "A" is attached.

NOTE: THIS SCHEDULE WILL DESCRIBE THE LANDS TO BE INCLUDED IN THE CORPORATION'S COMMON ELEMENTS AND WILL DEFINE THE RIGHTS AND EASEMENTS TO WHICH THIS CORPORATION LANDS ARE SUBJECT AND THE RIGHTS AND EASEMENTS WHICH WILL BENEFIT THIS CORPORATION.

SOLICITOR'S OPINION

In my opinion, based on the parcel register and the plans and documents recorded in therein that:

(a) the legal description is correct and describes the land and interest appurtenant to the land intended to be governed by the act pursuant to the registration of this Declaration;

(b) the described easements in the foregoing legal description will exist in law upon the registration of the Declaration and the Description; and,

(c) the Declarant who has executed this Declaration is the registered owner of the property and appurtenant interests.

Dated this ____ day of ___________, 202____.

MILLER THOMSON LLP

Per:

____
Name: Andrew Roth
I have the authority to bind the partnership

SCHEDULE B

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

1. We, ●, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998,* registered as number ● in the Land Registry Office for the Land Titles Division of Waterloo (No. 58).

2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.

3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule A to the Declaration.

4. We are entitled by law to grant this consent and postponement.

Dated this _____ day of ____, 202__

●

Per: ________________________________
Name:
Title:
I/We have the authority to bind the corporation

SCHEDULE "B-2"

CONSENT TO ATTACHMENT OF A COMMON INTEREST PARCEL OF TIED LAND

(under clause 140(c) of the *Condominium Act, 1998* (Ontario))

5. We, ● have a registered mortgage as Number ● in the Land Registry Office for the Land Titles Division of Waterloo (No. 58) against a parcel of land (known as the "**Parcel**") to which a common interest in a common elements condominium corporation (known as the "**Corporation**") will attach upon the registration of the attached Declaration (known as the "**Declaration**") dated __________ and the Description (known as the "**Description**") creating the Corporation.

6. We acknowledge that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule A to the Declaration.

7. We consent to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule D to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

●

Per: ______________________________

Name:

Title:

Per: ______________________________

Name:

Title:

I/We have the authority to bind the corporation

SCHEDULE C

BOUNDARIES OF UNITS

NOT APPLICABLE

SCHEDULE D

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES

POTL		PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1.	1	0.657895	0.657895
2.	2	0.657895	0.657895
3.	3	0.657895	0.657895
4.	4	0.657895	0.657895
5.	5	0.657895	0.657895
6.	6	0.657895	0.657895
7.	7	0.657895	0.657895
8.	8	0.657895	0.657895
9.	9	0.657895	0.657895
10.	10	0.657895	0.657895
11.	11	0.657895	0.657895
12.	12	0.657895	0.657895
13.	13	0.657895	0.657895
14.	14	0.657895	0.657895
15.	15	0.657895	0.657895
16.	16	0.657895	0.657895
17.	17	0.657895	0.657895
18.	18	0.657895	0.657895
19.	19	0.657895	0.657895
20.	20	0.657895	0.657895

POTL		PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
21.	21	0.657895	0.657895
22.	22	0.657895	0.657895
23.	23	0.657895	0.657895
24.	24	0.657895	0.657895
25.	25	0.657895	0.657895
26.	26	0.657895	0.657895
27.	27	0.657895	0.657895
28.	28	0.657895	0.657895
29.	29	0.657895	0.657895
30.	30	0.657895	0.657895
31.	31	0.657895	0.657895
32.	32	0.657895	0.657895
33.	33	0.657895	0.657895
34.	34	0.657895	0.657895
35.	35	0.657895	0.657895
36.	36	0.657895	0.657895
37.	37	0.657895	0.657895
38.	38	0.657895	0.657895
39.	39	0.657895	0.657895
40.	40	0.657895	0.657895
41.	41	0.657895	0.657895
42.	42	0.657895	0.657895
43.	43	0.657895	0.657895

POTL		PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
44.	44	0.657895	0.657895
45.	45	0.657895	0.657895
46.	46	0.657895	0.657895
47.	47	0.657895	0.657895
48.	48	0.657895	0.657895
49.	49	0.657895	0.657895
50.	50	0.657895	0.657895
51.	51	0.657895	0.657895
52.	52	0.657895	0.657895
53.	53	0.657895	0.657895
54.	54	0.657895	0.657895
55.	55	0.657895	0.657895
56.	56	0.657895	0.657895
57.	57	0.657895	0.657895
58.	58	0.657895	0.657895
59.	59	0.657895	0.657895
60.	60	0.657895	0.657895
61.	61	0.657895	0.657895
62.	62	0.657895	0.657895
63.	63	0.657895	0.657895
64.	64	0.657895	0.657895
65.	65	0.657895	0.657895
66.	66	0.657895	0.657895

POTL		PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
67.	67	0.657895	0.657895
68.	68	0.657895	0.657895
69.	69	0.657895	0.657895
70.	70	0.657895	0.657895
71.	71	0.657895	0.657895
72.	72	0.657895	0.657895
73.	73	0.657895	0.657895
74.	74	0.657895	0.657895
75.	75	0.657895	0.657895
76.	76	0.657895	0.657895
77.	77	0.657895	0.657895
78.	78	0.657895	0.657895
79.	79	0.657895	0.657895
80.	80	0.657895	0.657895
81.	81	0.657895	0.657895
82.	82	0.657895	0.657895
83.	83	0.657895	0.657895
84.	84	0.657895	0.657895
85.	85	0.657895	0.657895
86.	86	0.657895	0.657895
87.	87	0.657895	0.657895
88.	88	0.657895	0.657895
89.	89	0.657895	0.657895

POTL		PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
90.	90	0.657895	0.657895
91.	91	0.657895	0.657895
92.	92	0.657895	0.657895
93.	93	0.657895	0.657895
94.	94	0.657895	0.657895
95.	95	0.657895	0.657895
96.	96	0.657895	0.657895
97.	97	0.657895	0.657895
98.	98	0.657895	0.657895
99.	99	0.657895	0.657895
100.	100	0.657895	0.657895
101.	101	0.657895	0.657895
102.	102	0.657895	0.657895
103.	103	0.657895	0.657895
104.	104	0.657895	0.657895
105.	105	0.657895	0.657895
106.	106	0.657895	0.657895
107.	107	0.657895	0.657895
108.	108	0.657895	0.657895
109.	109	0.657895	0.657895
110.	110	0.657895	0.657895
111.	111	0.657895	0.657895
112.	112	0.657895	0.657895

POTL		PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
113.	113	0.657895	0.657895
114.	114	0.657895	0.657895
115.	115	0.657895	0.657895
116.	116	0.657895	0.657895
117.	117	0.657895	0.657895
118.	118	0.657895	0.657895
119.	119	0.657895	0.657895
120.	120	0.657895	0.657895
121.	121	0.657895	0.657895
122.	122	0.657895	0.657895
123.	123	0.657895	0.657895
124.	124	0.657895	0.657895
125.	125	0.657895	0.657895
126.	126	0.657895	0.657895
127.	127	0.657895	0.657895
128.	128	0.657895	0.657895
129.	129	0.657895	0.657895
130.	130	0.657895	0.657895
131.	131	0.657895	0.657895
132.	132	0.657895	0.657895
133.	133	0.657895	0.657895
134.	134	0.657895	0.657895
135.	135	0.657895	0.657895

POTL		PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
136.	136	0.657895	0.657895
137.	137	0.657895	0.657895
138.	138	0.657895	0.657895
139.	139	0.657895	0.657895
140.	140	0.657895	0.657895
141.	141	0.657895	0.657895
142.	142	0.657895	0.657895
143.	143	0.657895	0.657895
144.	144	0.657895	0.657895
145.	145	0.657895	0.657895
146.	146	0.657895	0.657895
147.	147	0.657895	0.657895
148.	148	0.657895	0.657895
149.	149	0.657895	0.657895
150.	150	0.657895	0.657895
151.	151	0.657895	0.657895
152.	152	0.657855	0.657855
	TOTALS	**100.00000**	**100.00000**

Declarant's Certificate

The Declarant hereby certifies that the total of the foregoing percentages is correct.

Dated this _____ day of ____, 2020

FREURE RIVERWALK LIMITED

Per: ______________________________

Name:

Title: President

I/We have the authority to bind the corporation

In my opinion, each parcel of tied land described in this Schedule "D" will, upon the registration of the Declaration and Description, be capable of being individually conveyed, or otherwise dealt with, without contravening Section 50 of the *Planning Act* (Ontario).

Per: ______________________________

SCHEDULE E

SPECIFICATION OF COMMON EXPENSES

“Common expenses” means the expenses related to the performance of the objects and duties of the corporation and all expenses specified as common expenses in the Act or in the accompanying Declaration of which this is a schedule and include, without limiting the generality of the foregoing:

8. Anything that is determined by by-law to be common expense.

9. All sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:

    (i) insurance premiums;

    (ii) water and sewage servicing the Common Elements;

    (iii) maintenance materials, tools and supplies;

    (iv) snow removal from the common element roads, the visitor parking areas, the mailbox areas on the common elements, the waste/garbage disposal and recycling areas on the common elements and the common element sidewalk/walkways/public sidewalks (but not from walkways, stairs, or sidewalks located on the Potls) and to remove same from the site, if required.

    (v) the landscaping, including without limitation, grass cutting and fertilization of Common Element areas;

    (vi) utilities (hydro, water, etc.) to service the Common Elements, including all street lighting;

10. All sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager.

11. All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements.

12. All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation.

13. The cost of equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof.

14. The cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation.

15. The cost of maintaining fidelity bonds, if any, as provided by by-law/

16. All sums required to be paid to the reserve fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

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

18. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this Declaration or in any By-laws or Rules of the Corporation in force from time to time (or a breach of any provision in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law) committed by any Owner (and/or by members of his or her family, or by anyone residing in the Owner's Potl with the permission or knowledge of the Owner, including their respective tenants, invitees or licensees), including without limitation, the cost of any increase in the Corporation's insurance premiums (and any deductible amount) caused by any Owner (or by those for whose acts such Owner is responsible, at law or in equity) shall be borne and paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

SCHEDULE F

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

There are no exclusive use portions of the common elements.

SCHEDULE G

CERTIFICATE OF ARCHITECT OR ENGINEER

(under clauses 8(1)(e) and (h) of the *Condominium Act, 1998* (Ontario))

I certify that:

Each building and structure that the declaration and description show are included in the common elements 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)

1,2,3, ☑ The declaration and description show that there are no buildings or structures included in the common elements.

OR

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. ☐ Floor assemblies of the buildings and structures are constructed and completed to the final covering.

3. ☐ Walls and ceilings of the buildings and structures 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 and operable.

OR

☑ There are no installations with respect to the provision of water and sewage services.

7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

OR

☑ There are no installations with respect to the provision of heat and ventilation.

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.

1. 9. ❑ All installations with respect to the provision of electricity are in place and operable.

OR

☑ There are no installations with respect to the provision of electricity.

2. 10. ❑ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes,

OR

❑ 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.

[Strike out whichever is not applicable:

II. All facilities and services that the declaration description show are included in the common elements:

~~*(specify by reference to the item numbers in Schedule II)]*~~

OR

have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.

Dated this _____ day of _______________, 202__.

____

Signature

David Freure

(Strike out whichever is not applicable:

~~Architect~~

Professional Engineer)

O.Reg. 48/01, Form 17

SCHEDULE "H"
BUILDINGS, STRUCTURES, FACILITIES AND SERVICES THAT ARE INCLUDED IN THE COMMON ELEMENTS

List of all buildings, structures, facilities and services that are included in the Common Elements:

19. Buildings and Structures that the Declaration and Description show are included in the Common Elements:

    (a) There are no buildings and structures included in the common elements.

20. Facilities and Services that the Declaration and Description show are included in the common elements whether they are located on the Land or on the Potls, provided that they service more then one Potl:

    (a) roadway(s);

    (b) visitor parking;

    (c) all pipes, wires, passive or active vents, ducts, cables, conduits;

    (d) sewers (both storm and sanitary);

    (e) service connections;

    (f) electricity transformer(s) (above and below ground);

    (g) fire hydrants;

    (h) catch basins;

    (i) manholes;

    (j) water mains (including both domestic and fire);

    (k) underground and surface drains;

    (l) storm water services;

    (m) storm water drainage

    (n) overland or surface storm water flow;

    (o) water services;

    (p) the hydroelectric services (both the below and above grade electrical supply systems);

    (q) cable television services;

    (r) gas services,;

    (s) telephone cables and access transmission lines;

    (t) street lighting; and

    (u) waste/garbage and recycling services.

SCHEDULE I

CERTIFICATE OF OWNER
IN THE MATTER OF A COMMON ELEMENTS CONDOMINIUM CORPORATION
(SCHEDULE I TO DECLARATION)

(under clause 139(1)(b) of the *Condominium Act, 1998* (Ontario))

21. I am the owner of the freehold estate in the lands described in Schedule "D" to the Declaration (known as the "**Parcels**") described as ●, designated as Parts 1 to _______ (both inclusive) and Parts 1 ________(both inclusive) and Parts ________to________ (both inclusive), Plan 58R-_______, City of Cambridge, Regional Municipality of Waterloo, being_____(LT) , inclusive.

22. I consent to the registration of the attached Declaration to create a common elements condominium corporation (known as the "**Corporation**") on ●, designated as Part _______, Plan 58R-_______, City of Cambridge, Regional Municipality of Waterloo, being PIN_______ (LT).

23. I acknowledge that, upon registration of the Declaration and the Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.

24. I consent to the registration of a notice in the prescribed form against the Parcel indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

Dated this _____ day of ____, 202__

FREURE RIVERWALK LIMITED

Per: ________________________________

Name:

Title: President

I/We have the authority to bind the corporation

SCHEDULE J

Condominium Act, 1998 (Ontario)
NOTICE OF ATTACHMENT OF A COMMON INTEREST
IN A COMMON ELEMENTS CONDOMINIUM CORPORATION
(SCHEDULE J TO DECLARATION)
(under clause 139(2)(b) of the *Condominium Act,* 1998)

Take notice that:

25. The attached Declaration and the Description creates a common elements condominium corporation (known as the "**Corporation**").

26. A common interest in the Corporation, as the common interest as set out in Schedule "D" to this Declaration, attaches to the following parcels of land (known as the "**Parcel**"):

    Part of ●, designated as Parts 1 to _______ (both inclusive) and Parts _______ to _______ (both inclusive), Plan 58R- ________ City of Cambridge, Regional Municipality of Waterloo.

27. The common interest cannot be severed from the Parcel upon the sale of the parcel or the enforcement of an encumbrance registered against the Parcel.

28. A copy of the certificate of the owner of the Parcel consenting to the registration of the Declaration and this notice is attached to this Declaration as Schedule "I".

29. If the owner of the Parcel defaults in the obligation to contribute to the common expenses of the Corporation, the Corporation has a lien against the Parcel.

Dated this _____ day of ____, 202__.

FREURE RIVERWALK LIMITED

Per: ______________________________

Name:
Title: President

I/We have the authority to bind the corporation

Condominium Act, *1998*

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

Waterloo Common Elements Condominium Corporation No. ________ (known as the "Corporation") certifies that:

1. The copy of By-law No. 1, attached as Schedule A, is a true copy of the By-law.

2. The By-law was made in accordance with the *Condominium Act, 1998*, S.O. 1998, c.19, as amended or replaced.

3. The owners of all of the parcels of tied land of the Corporation voted in favour of confirming the By-law.

Dated this ____ day of ___________, 202__.

WATERLOO COMMON ELEMENTS CONDOMINIUM CORPORATION NO. ●

Per: ______________________________
Name:
President

Per: ______________________________
Name:
Secretary

I/We have authority to bind the Corporation.

SCHEDULE A

BY-LAW NO. 1
A GENERAL BY-LAW

BE IT ENACTED as a by-law of WATERLOO COMMON ELEMENTS CONDOMINIUM CORPORATION NO. ● (hereinafter referred to as the "Corporation") as follows:

ARTICLE 1
DEFINITIONS

The terms used in this by-law shall have the same meaning as in the *Condominium Act, 1998*, S.O. 1998, c.19, as amended or replaced (the "Act") and the Declaration unless otherwise specified.

ARTICLE 2
SEAL

The seal of the Corporation shall be in the form impressed at the end of this by-law.

ARTICLE 3
RECORDS OF THE CORPORATION

3.1 Records Required to be Maintained

The Corporation shall maintain all records required by sections 46.1 and 55 of the Act for the periods of time specified by the Act, including the following records:

(a) all core records listed in Article 3.2 herein;

(b) the financial records of the Corporation;

(c) a minute book containing the minutes of owners' meetings and the minutes of Board meetings;

(d) all information returns and notices of change filed with the Registrar pursuant to the Act;

(e) a copy of all status certificates issued by the Corporation together with all notices issued by or to the Corporation which accompany or are referred to in the said status certificates;

(f) a record of the statements and information provided to the Board or the Corporation;

(g) all material and records provided to or obtained by the Corporation with respect to training courses completed by a person who is or was a director of the Corporation;

(h) all records that it has (or which are under its control) related to employees of the Corporation;

(i) all records relating to actual or contemplated litigation (or insurance claims or investigations) involving the Corporation that the Corporation creates or receives, together with copies of any court order where the Corporation was a party to the proceedings and any judgment against the Corporation;

(j) all records that relate to specific POTLs or owners that the Corporation creates or receives;

(k) a record of the names of any owner or mortgagee who has agreed, in writing to a method of electronic communication and a statement of the method of electronic communication to be used;

(l) an up-to-date record of which POTLs are in arrears of common expenses;

(m) the following documents and information that the Corporation receives and that relates to the property or to any real or personal property that the Corporation owns or that is the subject of a shared facilities agreement to which the Corporation is a party: (i) existing and expired warranties and guarantees; (ii) reports and opinions of an architect, engineer, or other person whose profession lends credibility to the report or opinion; and (iii) drawings and plans;

(n) records that relate to a right, title, interest, encumbrance or demand of any kind affecting land in relation to the Corporation and that the Corporation creates or receives;

(o) records that relate to a change (or modification, as applicable) under section 97 or 98 of the Act and that the Corporation creates or receives;

(p) all proxy instruments or ballots for a meeting of owners;

(q) a record of all recorded votes cast at a meeting of owners by a recorded vote that is indicated by telephonic or electronic means;

(r) a copy of all agreements entered into by or on behalf of the Corporation that have expired;

(s) a copy of all insurance policies that the Corporation has obtained and maintains, and that have expired;

(t) a copy of all redacted versions of any of the records listed in this Article 3.1;

(u) a copy of all applications made under Section 109 of the Act to amend the Declaration (if applicable) for which the court has not made an order;

(v) copies of any resolution of the Board changing the address for service or mailing address of the Corporation;

(w) 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;

(x) any report or opinion received from an inspector, administrator, mediator, arbitrator, appraiser, lawyer, auditor, engineer, contractor or agent;

(y) 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;

(z) a copy of all orders made by the Condominium Authority Tribunal regarding any issues in dispute involving the Corporation (or to which the Corporation is a party);

(aa) the names of directors and officers, their mailing address and other contact information and respective terms of office and all directors' signed consent forms;

(bb) a copy of all annual notices of assessment and notices of any extraordinary assessments;

(cc) 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;

(dd) the seal of the Corporation;

(ee) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;

(ff) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair and maintenance, and indicating whether the Corporation or the owners are responsible, if delivered by the declarant;

(gg) a record of all reserve fund studies, updates, notices of future funding, reserve fund summaries, funding plans, statements of differences and investment plans of the Corporation;

(hh) the current disclosure statement; and

(ii) any other information required to be maintained as records by the Act or specified in any other by-law of the Corporation.

3.2 Core Records

The following records constitute core records pursuant to the Act:

(a) a copy of the declaration, by-laws, and rules of the Corporation;

(b) any shared facilities agreement(s) entered into by or on behalf of the Corporation;

(c) the budget for the Corporation's current fiscal year and all amendments, if any, made to that budget;

(d) the most recent financial statements that the board has approved under subsection 66(3) of the Act;

(e) the most recent auditor's report presented to the audit committee or to the board under subsection 67(6) of the Act;

(f) the current plan proposed by the board under subsection 94(8) of the Act for future funding of the reserve fund;

(g) the owners' names and identification of the Potls, and the owners' addresses for service if the addresses for service are in Ontario, if the owners give notice to the Corporation in writing with such information;

(h) the names of mortgagees, identification of the Potls, and the mortgagees' addresses for service, if: (i) the mortgagee gives notice to the Corporation in writing, setting out the mortgagee's name and, in accordance with the Act, identifies the Potl that is the subject of the mortgage; (ii) under the terms of the mortgage, the mortgagee has the right to vote at a meeting of owners in the place of the Potl owner or to consent in writing in the place of the Potl owner, and the mortgagee notifies the Corporation of such right, including any change in the address for service; and (iii) the mortgagee's address for service is in Ontario;

(i) the names of all owners or mortgagees who have agreed in writing to a method of electronic communication and a statement of that method;

(j) all periodic information certificates that the Corporation, within the twelve (12) month period before receiving the request for records or a requester's response, sent to the owners under section 26.3 of the Act or was required by that section to send to the owners; and

(k) the minutes of owners or meetings of the board within the twelve (12) month period before the Corporation receives a request for records or a requester's response.

ARTICLE 4
BOARD OF DIRECTORS

4.1 The affairs of the Corporation shall be managed by a board of directors (the "Board").

4.2 Meetings to be held locally

All meetings of the Board are to be held in the Regional Municipality of Waterloo.

4.3 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.

If, thirty (30) minutes after the time appointed for the holding of any meeting of directors, a quorum is not present, or should such numbers of persons leave a meeting of directors at a which quorum had been attained so that a quorum no longer remains, the meeting shall be adjourned.

Any such meeting of directors that loses quorum or does not acquire a quorum shall be adjourned to a date, time and place that is established by a quorum of directors and of which notice is given as prescribed herein and by the Act, failing which the same shall automatically be adjourned to the next regularly scheduled meeting of the Board, notice of which need not be given to anyone.

4.4 Qualifications

Each director shall be EIGHTEEN (18) or more years of age and are not required to be an owner of a Parcel of Tied in Land (a "**PotI**") in the Corporation.

Owners of a PotI (the "owners") who are in arrears in excess of thirty (30) days in their payments of Common Expenses (as such term is defined in the Declaration) shall not be eligible to stand for election for the Board.

A director is deemed to have resigned if he or she misses more than fifty percent (50%) of the meetings of the Board in any twelve (12) month period or should he or she fail to attend six (6) sequential Board meetings or if he or she becomes an applicant or other claimant in a law suit by or against the Corporation.

Each director shall comply with the disclosure obligations within the prescribed time in accordance with the Act.

Each director shall complete the Act's online training program within six (6) months of becoming a director for the Corporation.

4.5 Election and Term

Immediately after the passing of this by-law, the declarant may elect directors who are not members or spouses of members who shall hold office until their successors are elected at a meeting of members called in accordance with the Act after the declarant ceases to be the registered owner of a majority of the common interests in the Corporation attaching to the PotIs. At that time and thereafter the directors of the Corporation shall be elected by the owners in rotation and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. At the first meeting of the owners held after the declarant ceases to be the owner of a majority of the common interests in the Corporation attaching to the PotIs, TWO (2) directors shall be elected to hold office until the next annual meeting and ONE (1) director shall be elected to hold office until the second succeeding annual meeting. 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 to expire on the date of the second succeeding annual meeting after the date of election.

4.6 Removal of Directors and Filling of Vacancies

Any director may be removed at a meeting of members called for such purpose by a vote of members who together own a majority of the common interests in the Corporation attaching to the PotIs and the members may elect a new director for the remainder of the term of the director removed.

If a vacancy in the Board occurs, the majority of the remaining members of the Board may appoint a replacement for the remainder of the term.

4.7 Regular Meetings

All meetings of the Board are to be held in the Regional Municipality of Waterloo.

For all regularly scheduled meetings, the Board shall meet at 7:30 pm on the third Thursday of each month at the office of the property manager or at its discretion in the home of one of the directors as determined by the Board by resolution unless such date is a holiday in which case the meeting shall be held at the same time and place on the Thursday following the date the meeting was otherwise to have been held save for the fact the day was a holiday.

Despite the foregoing, the location and/or time of the directors' meeting may be changed to a different time and location by resolution of the Board provided a copy of the said resolution has been given to each director prior to the date the meeting is to be held at the different time and/or location.

In addition, the Board has the power at any such regularly scheduled meeting of directors, or other meeting of directors, provided a quorum of directors is present at the time of the resolution, to resolve not to hold one or more of such regularly scheduled meetings of the Board and if it so chooses, the Board may also resolve to hold one or more meetings at a different date(s), place(s) and/or time(s) in lieu of any such regularly scheduled meeting(s). No notice of the changed time, date or place need be given to any director who was present at the meeting when the resolution with respect to the same was passed. However, notice of the first changed meeting date, time and place and a copy of the resolution must be given to each director who was not so present at least forty-eight (48) hours prior to the first of any such changed meetings but not thereafter for any subsequent meetings whose dates, times or locations were changed or set by the said resolution.

A quorum of the directors may, at any time, call a meeting for the transaction of any business. The person calling the meeting shall give written notice of the same to all directors. There must be at least forty-eight 48 hours notice of a directors' meeting given to each director unless the quorum of directors that is calling the meeting is of the opinion there is/are pressing and significant reason(s) for holding the meeting after a lesser period of notice and a short written summary of the reason(s) is included on the notice of meeting and the same is signed by a quorum of directors prior to such notice being given to all the directors~~.~~

4.8 Notice of meetings of the Board

Notice of meetings of the Board is to be given in writing to each director by:

(a) personal delivery of the notice of meeting at least forty-eight (48) hours before the time when the meeting is to be held;

(b) mailing the notice of meeting by ordinary mail at least seven (7) days before the time when the meeting is to be held;

(c) facsimile (telecopier) transmission at least forty-eight (48) hours before the time when the meeting is to be held; or,

(d) any other generally accepted means of giving notice, electronic or otherwise as well as any means of notice that the director to be given notice has agreed to in writing provided that such notice is given at least forty-eight (48) hours before the time when the meeting is to be held.

Notice is to be directed to the director at the latest address, facsimile or electronic mail address of the director as shown on the records of the Corporation.

4.9 Telephone or Electronic Attendance

One or more directors may participate in a meeting of the Board by means of such telephone, electronic or other communications facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. Any director participating in a meeting by such means is deemed to be present at the meeting. All of the directors must consent in writing to such means of holding a meeting generally or in respect of a particular meeting. Such consent is effective whether it is given before or after the meeting to which it relates. A general written consent to such form of meeting need only be given once by a director and is effective for all subsequent meetings of the Board unless and until cancelled by an instrument in writing delivered to the Board by the director in question.

4.10 Method of Voting

At a meeting of directors, any questions shall be decided by a show of hands unless a poll is demanded by a person entitled to vote and unless a poll is so demanded a declaration by the chairperson that such vote has by the show of hands been carried prima facie proof of the fact without proof of the number of proportion of votes recorded in favour of or against such question.

4.11 Votes to Govern

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

4.12 Indemnity of Directors and Officers

Every director and officer of the Corporation and his or her heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

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

(b) all other costs, charges and expenses that he or she sustains or incurs in respect of the affairs of the Corporation.

Provided that this indemnity shall not extend to any director or officer of the Corporation in respect of any liability, costs, charges or expenses that he sustains or incurs in or about any action, suit or other proceeding as a result of which he or she is adjudged to be in breach of any duty or responsibility imposed upon him under the Act, as amended from time to time, or under any other statute unless, in an action brought against him or her in his or her capacity as director or officer, he or she has achieved complete or substantial success as a defendant.

4.13 Director and Officer Insurance

If the insurance is reasonably available, the Corporation shall purchase and maintain insurance for the benefit of a director or officer against all 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 the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office except there shall be no such insurance provided to protect a director or officer against a liability, cost, charge or expense of the director or officer incurred as a result of a breach of any duty or responsibility imposed upon him or her under the Act, as amended from time to time, or under any other statute unless, in an action brought against him or her in his or her capacity as director or officer, he or she has achieved complete or substantial success as a defendant.

4.14 Robert's Rules of Order

Robert's Rules of Order, as updated or revised from time to time, is adopted with respect to all meetings of the Board. These rules are the parliamentary authority of the Corporation. At any meeting of the Board, the meeting may, by a vote of a majority of those in attendance who are entitled to vote at the meeting, adopt special rules of order or modify or suspend portions or all of such Rules of Order. Such adoption, modification or suspension remains in effect for such length of time as determined by the said vote and may extend if so determined by such vote to subsequent meetings.

ARTICLE 5
OFFICERS

5.1 Election of President

At the first meeting of the Board after each election of directors and at any time 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.

5.2 Other Elections

The Board shall elect a Secretary and may elect one or more Vice-Presidents, 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.

5.3 Term of Office

In the absence of written agreement to the contrary the Board may remove at its pleasure any officer of the Corporation.

5.4 President

The President shall, when present, preside at all meetings of the members and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation and shall represent the Corporation on any committee or board of directors dealing with the management of any contracts or other corporations to which the Corporation is a party or in which it is a member. If the President is present at the meeting of the Board or owners, unless those present at a meeting of the Board or owners vote to have someone else to act as chairperson of the meeting, shall act as chairperson of the meetings of the Board or owners.

5.5 Vice-President

During the absence of the President, his or her duties may be performed and his or her powers may be exercised by the Vice-President or if there are more than one the Vice-Presidents in order of seniority (as determined by the Board), except that a Vice-President who is not qualified to attend the meeting as director or member shall not preside at a meeting of the Board or at a meeting of members. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.

5.6 Secretary

The Secretary shall give or cause to be given all notices required to be given to the members, directors, auditors, mortgagees and all others entitled thereto; he or she shall attend all meetings of the directors and of the members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he or she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he or she shall perform such other duties as may be prescribed by the Board. If the President is not present at a meeting of the Board or owners, the Secretary shall act as chairperson of the Board or owners, unless those present at a meeting of the Board or owners vote someone else to act as chairperson of the meeting.

5.7 Treasurer

The Treasurer shall keep or cause to be kept full and accurate books of accounting which shall record 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 the funds of the Corporation; he or she shall render to the Board whenever required of him or her an account of all his or her transactions as Treasurer and of the financial position of the Corporation; and he or she shall perform such other duties as may be prescribed by the Board.

5.8 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.

Notwithstanding the foregoing, only a licensed condominium manager or licensed condominium management company under the *Condominium Management Services Act, 2015* (the "**condominium manager**") may be appointed by the Board from time to time. The condominium manager shall be responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the Board and supervision by the President. The duties, services, remuneration and any contractual provisions applicable to the condominium manager shall be specified in writing as determined from time to time by the Board. The Board may permit the condominium manager to exercise some or all of the specified services normally provided by a condominium manager, subject to any appropriate adjustments to any condominium management agreement currently in effect as may be mutually agreed with the condominium manager. The services rendered by the condominium manager shall be specified in writing and shall be exclusive of the services rendered by the directors.

ARTICLE 6
MEETINGS OF OWNERS

6.1 Location and Purpose of Meeting

Meetings of owners shall be held to receive reports and statements required by the Act and the by-laws of the Corporation, to be read at and laid before the owners at an annual meeting; to elect directors; to appoint auditors or accountants; to authorize the Board to fix the directors remuneration for such period not exceeding two (2) years for which they are to be paid (if any) and; to transact such other business as may be set out in the notice of the meeting.

All meetings of owners are to be held within the Regional Municipality of Waterloo.

6.2 Notices

At least TWENTY (20) DAYS before a written notice of a meeting is given, a preliminary notice of an owner's meeting shall be given to each owner, and mortgagee so entitled, that states the proposed date and location of the meeting, and, if applicable, requests written notification to the Board from owners who intend to be candidates for election to the Board. At least FIFTEEN (15)

DAYS written notice of every meeting specifying the place, the date and the hour thereof and the nature of the business to be presented shall be given to each owner, and mortgagee entitled to vote and entered on the register TWENTY (20) DAYS before the date of the meeting. Each owner and mortgagee will be entered on the register if they notify the Corporation of his/her/its entitlement to vote and his/her/its address for service.

6.3 Persons Entitled to be Present

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register and the spouses of such owners, any others entitled to vote thereat, the auditors, accountants, solicitors, directors and officers of the Corporation, or any other person entitled or required under the provisions of the Act or the by-laws of the Corporation.

Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

6.4 Quorum

At any meeting of owners, a quorum shall be constituted when owners are present in person or represented by proxy owning TWENTY FIVE PERCENT (25%) of the common interests in the Corporation attaching to the Potls.

If, thirty (30) minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, or should such numbers of persons leave a meeting of owners at which quorum had been attained so that quorum no longer remains, the meeting shall be adjourned.

Any meeting of owners that does not acquire or loses quorum shall be adjourned to a date, time and place that is established by the Board and of which notice is given as prescribed herein and by the Act. There is no different requirement for notice of such adjourned meeting than there is for any other meeting of owners.

6.5 Right to Vote

At each meeting of owners, every owner shall be entitled to vote who is entered on the register as an owner or has provided evidence satisfactory to the chairperson of the meeting that he or she is an owner. A mortgagee (or his/her/its proxy) may attend meetings and vote in respect of the common interests in the Corporation attaching to the said Potl if in the mortgage he has been empowered to vote and if he/she/it has given notice to the Corporation and the owner that he/she/it intends to exercise his right to vote at least four (4) days before the date of the meeting as specified in the notice calling the meeting. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as he/she/it may deem sufficient.

Except where under the Act or by-laws provide otherwise, an owner is not entitled to vote and/or receive notice of any meeting of owners if any contributions payable in respect of his/her common interests in the Corporation attaching to the said Potl are in arrears for more than thirty (30) days prior to the meeting unless payment is made prior to the meeting.

6.6 Method of Voting

At a meeting of owners, any questions shall be i) decided by a majority of the votes cast by owners at the meeting and a vote may be cast by a show of hands, personally or by proxy, or a recorded vote that is marked on a ballot cast personally or by a proxy, (ii) marked on an instrument appointing a proxy or indicated by telephonic or electronic means if the Corporation makes available to owners a medium by which owners are able to cast a recorded vote by telephonic or electronic means (the "**e-voting system**").

A vote for the election of directors shall only be by ballot, proxy or indicated by telephonic or electronic means. Votes cast by electronic voting shall be deemed a ballot (the "**e-ballot**") for the purpose of any vote conducted at the meeting at which the e-ballot was cast.

Anyone who has a right to vote may demand a vote by ballot and upon such demand the vote shall be a ballot vote unless the demand is withdrawn before the ballots are distributed.

All voting by owners shall be on the basis of and in accordance with the Act.

When all ballots have been deposited into the ballot box the scrutineers shall then tabulate the votes for and against the matter being voted upon.

6.7 E-Voting System

The e-voting system shall set forth each question proposed for consideration that will be the subject of a vote at a meeting of owners, including the opportunity to vote in favour or against each question and/or in favour of each candidate for election to the board of directors.

The e-ballot is valid only for one (1) meeting of the owners and expires automatically after the completion of the meeting of owners.

Only an owner of a Potl may cast an e-ballot and the e-voting system does not authorize another person to cast votes on behalf of an owner. For clarity, an e-ballot may not be cast by proxy.

The e-voting system shall authenticate the owner's identity and the validity of each electronic vote to ensure that the vote is not altered. The e-voting system shall separate any authentication or identifying information of the owner from the e-ballot.

The e-voting system shall produce an electronic record or receipt for each owner who casts an e-ballot, which shall include the specific votes cast, and the date and time of submission (the "**Receipt**").

An electronic report generated by the e-voting system which tabulates votes may be relied upon and counted by the scrutineers and/or chairperson at a meeting of owners for the purpose of tabulating votes for all questions proposed for consideration of the owners at the meeting of owners (the "**Electronic Voting Record**").

Each Receipt and Electronic Voting Record shall be deemed to be a ballot for the purpose of the Corporation's obligation to maintain records in accordance with the Act.

The e-ballot shall be counted towards quorum as an owner present at the meeting and voting for the items appearing on the e-ballot proposed for consideration.

6.8 Representatives

An executor, administrator, an attorney of property, committee of a mentally incompetent person, guardian, trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the chairperson of the meeting sufficient proof of his or her appointment prior to the meeting in question starting, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may vote in the same manner and to the same extent as such owner.

6.9 Proxies

Every owner or mortgagee entitled to vote at meetings of owners may appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meetings 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 attorney authorized in writing. The instrument appointing a proxy shall be deposited with the chairperson of the meeting before any vote is cast under its authority and the chairperson shall resolve any dispute as to the validity of a proxy so deposited.

An instrument appointing a proxy for the election or removal of a director at a meeting of owners is required by the Act to state the name of the directors for and against whom the proxy is to vote.

In order to permit owners voting through a proxy to know the name(s) of any individuals running for the position of a director there can be no nomination made for the position of director "from the floor" of a meeting unless there are insufficient candidates who have given notification of their candidacy to the Board pursuant to subsection 28(2) and/or (3) of the Act to fill all the vacant positions to be filled at the meeting in question. Such notification of candidacy shall be deemed to be consent in writing to act as director unless the individual should, prior to or at the meeting and prior to the vote for director election, give written notice to the property manager (if any), the Board or any member thereof that such individual has withdrawn his or her candidacy.

An individual may stand for both the owner occupant position on the Board and that of regular Board member. If an election is to take place at a meeting for both positions, the election for the owner occupant position must be held first. Anyone who has stated an intention to stand for both positions and given notice as required by subsection 28(2) and (3) of the Act and who is elected to be the owner occupant director is deemed to have withdrawn his or her candidacy for the regular Board position(s). However, should the said individual not be elected to be the owner occupant director, such individual may then be considered for the position of a regular

Board member at the election to be held following the election of the owner occupant director at the same meeting.

As a proxy may only vote for or against candidates listed in the proxy instrument it is important for the meeting to be able to establish which candidates were voted for (or against) by a proxy. Consequently, any vote for a position on the Board at which one or more proxies is to vote must be conducted by use of a ballot that must indicate if the ballot is being voted by a proxy and if so for which common interests in the Corporation attaching to a PotI it is being voted. Alternatively, as prescribed by Section 52 of the Act, the vote can be conducted as a recorded vote should any person entitled to vote at the meeting request that a recorded vote be held either before or promptly after the vote.

6.10 Requisition of Meeting

A requisition for a meeting of Owners may be made pursuant to section 46(1) of the Act by those owners who at the time the Board receives the requisition, own at least fifteen percent (15%) of the common interests in the Corporation attaching to the PotIs of the condominium, are listed in the record maintained by the Corporation under subsection 47(2) and are entitled to vote.

In order to permit the Board to determine if the persons signing the requisition are shown on the register and entitled to vote, the names of all the requisitionists must be legibly printed or typed under the signature of each requisitionist. Any signature that is not identified by a legibly printed or typed name of the signatory shall not be counted or otherwise considered in determining if the requisite percentage of owners have signed the requisition for meeting.

6.11 Co-Owners

If the common interest in the Corporation attaching to a PotI or a mortgage on a PotI is owned by two (2) 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 is present or represented by proxy, only one (1) vote for the common interests in the Corporation attaching to the PotI may be cast, failing which the purported votes for such common interests in the Corporation attaching to the PotI shall not be counted.

6.12 Votes to Govern

At all meetings of owners every question shall, unless otherwise required by the Act or the Declaration or by-laws, be decided by a majority of the votes duly cast on the question. In the case of an equality of votes on questions or resolutions requiring a simple majority at any meeting of owners either upon a show of hands or upon a poll, the chairperson of the meeting shall be entitled to a second or casting vote.

6.13 Virtual Attendance

The Board may establish, and make available to owners, methods and procedures for attending a meeting by telephonic or electronic means (“**Virtual Attendance**”).

An owner who attends a meeting by Virtual Attendance shall be deemed to have attended at the place specified for the meeting, and shall have all the same rights as if they were physically present at a meeting, including but not limited to the right to make or second motions, to participate in discussion, and to cast votes in the manner prescribed by the Act and this By-law.

Virtual Attendance shall be counted towards quorum in the same manner as an owner present in person at the meeting. An owner who temporarily disconnects from the system used to facilitate Virtual Attendance, either by inadvertence or technical difficulties, shall not be deemed to have left the meeting and shall be permitted to rejoin. In the event that there is a call for quorum at any point during the meeting, the chair of the meeting may, at their discretion, allow up to five (5) minutes before taking a count to allow such owners who, either by inadvertence or technical difficulties, have temporarily disconnected from the meeting, to rejoin the meeting.

An owner who attends a meeting by Virtual Attendance shall be subject to the ordinary rules of order and the chair of the meeting may, in their discretion, mute or disconnect an owner found to be disruptive. All owners who attend meetings by Virtual Attendance shall mute their telephonic or electronic device when they are not called-upon to speak

6.14 Robert’s Rules of Order

Robert’s Rules of Order, as updated or revised from time to time, is adopted with respect to all meetings of the owners. These rules are the parliamentary authority of the Corporation. At any meeting of the owners, the meeting may, by a vote of a majority of those in attendance who are entitled to vote at the meeting, adopt special rules of order or modify or suspend portions or all of such Rules of Order. Such adoption, modification or suspension remains in effect for such length of time as determined by the said vote and may extend if so determined by such vote to subsequent meetings.

ARTICLE 7
BANKING ARRANGEMENTS AND EXECUTION OF DOCUMENTS

7.1 Banking Arrangements

The banking business of the Corporation shall be transacted with such bank or trust company by such persons and in such manner as the Board may designate.

7.2 Execution of Documents

Documents requiring the corporate seal shall be signed by the President or a Vice-President together with the Secretary or any other director, provided that certificates as to payment of common expenses and as to the affairs generally of the Corporation may be signed under seal by any director or officer of the Corporation acting alone.

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.

ARTICLE 8
FINANCIAL

8.1 Financial Year

The financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the Board by resolution may determine.

ARTICLE 9
NOTICE

9.1 Method of Giving Notice by the Corporation

Any notice or document required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or delivered to the address noted in the register, or mailed by prepaid ordinary mail to such address. Such notice or document shall be deemed to have been given when it is delivered personally or delivered to the address, provided that if mailed it shall be deemed to have been given when deposited in a post office or public letter box.

Notice to persons whose address does not appear on the register, shall be given by forwarding same to any address for such persons known to the Board.

9.2 Notice to the Board or Corporation

Any notice or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation registered in the appropriate Land Registry Office. Any notice or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

9.3 Omissions and Errors

The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE 10
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

10.1 Duties of the Board

The Board shall manage the affairs of the Corporation and, at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board shall allocate and assess such common expenses, as are set out in the budget for such period, among the owners according to the proportion in which the owners are required to contribute to the common expenses in the Declaration and collect such money. In addition, the Board shall provide in the annual budget a reserve fund for contingencies, working capital, deficits and replacements, which reserve fund shall be an asset of the Corporation. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively, and shall provide copies of each budget on which such common expenses are based to all owners and mortgagees entered on the register. Financial Statements of the affairs of the Corporation shall be presented at each annual general meeting.

10.2 Owner's Obligations

Each owner shall pay to the Corporation or as it may direct the amount of such assessment for common expenses in equal monthly payments on the first day of each and every month next following notice of such assessment until such time as a new assessment has been provided to such owner.

10.3 Assessments

The Board may make assessments when the Board does not have sufficient funds to meet expenditures which were not contemplated in the foregoing budget and have been incurred or which it is anticipated will be incurred. Notice of such assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner as an additional common expense within TEN (10) DAYS after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.

10.4 Conveyance of Potl

No Owner shall be liable for the payment of any part of the common expenses assessed against the common interests in the Corporation attaching to a Potl owned by him prior to a transfer by him of such Potl but payable by him subsequent thereto, provided he first gives notice of such assessment to transferee of the Potl to which the common interests in the Corporation attach.

10.5 Default in Payment of Assessment

Arrears of payments required to be made under the provisions hereinbefore referred to shall bear interest at a rate equal to the prime rate as of the first day of the month in which interest is to be calculated plus two percent (2%). Such interest is deemed to be part of the common expenses that are in arrears. Any lien that arises because of the failure to pay common expenses when due shall also include such interest. Such lien is not released until such interest is paid. The prime rate shall mean the rate of interest per annum established and reported by Royal Bank of Canada (or successor) to the Bank of Canada from time to time as a reference rate of interest for determination of interest rates that Royal Bank of Canada (or successor) charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by Royal Bank of Canada (or successor) in Canada.

In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him or her for a period of FIFTEEN (15) DAYS, the Board may take any necessary steps required to collect assessments including retaining a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such collections and all costs of such solicitor as between a solicitor and his own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.

10.6 Tax Assessments

The Corporation is authorized to object to assessments under the *Assessment Act* or its successor legislation on behalf of owners and defray the costs of such objections out of the common expenses provided it complies with the Act and its regulations.

ARTICLE 11
DEFAULT

11.1 Notice of Default

The Board when giving notice of default in payment of common expenses or any other default to an owner, shall concurrently send a copy of such notice to each mortgagee of such owner's Potl who has requested that such notices be sent to him.

ARTICLE 12
RULES AND REGULATIONS

Members of the Corporation who together own a majority of the common interests in the Corporation which attach to the Potls may from time to time make rules or regulations respecting the use of common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements.

ARTICLE 13
BORROWING

13.1 The directors of the Corporation are hereby authorized from time to time:

(a) To borrow money on the credit of the Corporation or establish a continuing line of credit on behalf of the Corporation, provided such borrowing is approved by the majority of the common interests in the Corporation attaching to the Potls in attendance at a meeting called for such approval;

(b) To 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 money borrowed by the Corporation;

(c) To 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) To issue, sell or pledge securities (including bonds, debentures, debenture stock or other like liabilities) of the Corporation but no invitation shall be extended to the public to subscribe for any such securities; and

(e) To the extent permitted by the Act, to give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation and to give security in respect of such indemnities to any such director or other person against loss by way of a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation.

ARTICLE 14
RECORDS

14.1 Inspection of Records

No owner (and in the case of joint owners this shall mean all such owners) or mortgagee may inspect any records of the Corporation except on two (2) days prior written notice to the Board and then only after prepayment of the costs of such inspection as determined by the Board. Such costs can include costs billed by any property manager for such inspection and in preparing for same, costs of having someone attending to monitor such inspection and any other costs that the Board determines to be attributable to such inspection. Only one inspection per year is permitted without the prior written consent of the Board. If photocopies are made during such inspection the costs of same shall be paid before removal of the copies by the owner.

14.2 Availability of Records

A copy of the most recent financial statement, a copy of the Auditors' and/or Accountants' Report, and the minutes of meetings of the Board and of the owners (for up to one (1) year prior to the date of request), shall be furnished free of charge once per year to any mortgagee or owner on demand. Any request for more than one (1) copy per year of the documents listed above shall only be complied with upon payment of a reasonable sum representing the costs of production and supply.

ARTICLE 15
INSURANCE

15.1 Required Insurance

The Corporation shall maintain insurance as required by the Act.

15.2 Insurance Requirements

Any reasonable insurance requirements that are required by any mortgagee on account of the requirements of recognized mortgage insurers shall be adhered to by the Corporation if such insurance is required as a precondition to providing mortgage financing or mortgage insurance. The foregoing is subject to the proviso that the Corporation does not have to place insurance that the Board is of the opinion is unusual or expensive.

15.3 Deductibles

If damage should occur to part of the common elements and an occupant of or visitor to a PotI is responsible for such damage (and such damage was not caused by the Corporation or any agent or employee thereof), the owner who invited the occupant or visitor to the Condominium who caused the damage, will be responsible for the deductible amount, provided that proceeds of insurance are paid by the insurer of the Corporation.

If damage should occur to a PotI and such damage was not caused by the Corporation or any agent or employee thereof, and any proceeds of insurance are paid by the insurer of the Corporation, the deductible amount will be the responsibility of the owner who owns the damaged PotI subject to any right of that owner to be indemnified by another occupant, which matter of indemnity shall be between the said owner and occupant and not involve the Corporation.

ARTICLE 16
MEDIATION

16.1 Provided it complies with the Act and its regulations, any mediation involving any of the owners of the condominium plan and/or the Corporation shall, in the absence of a written agreement to the contrary by all participants be conducted in accordance with the provisions of the attached mediation schedule.

ARTICLE 17
EXECUTION OF CONTRACTS AND AGREEMENTS

17.1 The President and Secretary of the Corporation are hereby authorized to execute under the corporate seal of the Corporation any and all agreements referred to in the Disclosure Statement made by the declarant in respect of this Corporation including the following:

(a) a management contract (if any); and

(b) an agreement with the declarant whereby the Corporation agrees to assume responsibility for and to indemnify the declarant in respect of ongoing compliance with the provisions of all applicable subdivision, site plan, development, noise attenuation (if any), noise warning (if any), "Salt Management Plan" (if any), and other ongoing agreements and easement agreements with the Corporation of the City of Cambridge, Regional Municipality of Waterloo, Bell Canada, Rogers Cable Communications Inc., GrandBridge Energy Inc., and other relevant governmental authorities and agencies with respect to the common elements of the Corporation.

ARTICLE 18
TO THE EXECUTION OF EASEMENT AGREEMENTS

18.1 Subject to the Act and its Regulations, the Corporation is hereby authorized and directed to enter into and execute any and all future easement agreements required for the provision of services to and within any or all Parts of Plan ● and the President, together with the Secretary of the Corporation, are hereby authorized to execute any such agreements under the corporate seal of the Corporation. Upon the execution of the any such agreements, the directors and proper officers of the Corporation are hereby authorized and directed to do all things and execute all instruments and documents necessary or desirable to carry out all the provisions, terms and conditions of the said agreements and to affix the corporate seal of the Corporation to all documents required for that purpose.

ARTICLE 19
INVESTMENT OF RESERVES

19.1 The directors are hereby authorized to invest reserve and surplus funds of the Corporation in such investments as the Board deems prudent from time to time, subject only to any limitations imposed on them by law.

ARTICLE 20
MISCELLANEOUS

20.1 Invalidity

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

20.2 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.

20.3 Waiver

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

20.4 Headings

The use of headings in this by-law are for convenience of reference only and shall not affect the interpretation of this by-law.

DATED this ______ day of ________________, 202__.

WATERLOO COMMON ELEMENTS CONDOMINIUM CORPORATION NO. ________

Per: ________________________________
Name:
President

Per: ________________________________
Name:
Secretary

I/We have authority to bind the Corporation.

RULES
OF
WATERLOO COMMON ELEMENTS CONDOMINIUM CORPORATION NO. _______

These Rules shall be observed by every Owner, tenant, Occupant and Guest of this Condominium and shall be constructed in the singular or plural as the context may require, and each such term shall be deemed to include the other and includes all persons in occupancy of any Potl.

1. DEFINITIONS

(a) "**Act**" means the *Condominium Act*, 1998, S.O. 1998, c.19 as amended or replaced and its regulations from time to time.

(b) "**Black Oaks**" means all of PT LT 13-14 CON 11 NORTH DUMFRIES AS IN 364478 N OF ND4253; CAMBRIDGE; SUBJECT TO AN EASEMENT OVER PART 1, PLAN 58R-21283 AS IN WR1396534; being all of PIN 03797-0001 (LT); Land Registry Office #58.

(c) "**Board**" means the board of directors of the Corporation.

(d) "**Common Elements**" means all of the Property.

(e) "**Corporation**" or "**Condominium**" means the common elements condominium corporation created by the registration of the Declaration and description of Waterloo Common Elements Condominium Corporation No. __________;

(f) "**Dwelling Potl(s)**" means a parcel(s) of tied land to which a common interest is attached pursuant to this Declaration that which has or is proposed to have a dwelling building situate thereon and does not consist of a parcel of land used just as a parking space.

(g) "**Guest**" is anyone who visits an occupant of a Dwelling Potl and includes someone who stays overnight, or longer and who is not an Owner, tenant, resident or occupant.

(h) "**Occupant**" means any (i) Owner, any Owner's spouse, child or children, invitee, servant, Guest; or (ii) tenant or any tenant's spouse, child or children, invitee, servant or Guest.

(i) "**Owner**" or "**Owners**" means the Owner or Owners of the freehold estate(s) in a Potl and who owns, pursuant to the Act, a common interest in the Common Elements, but does not include a mortagee of a Potl unless in possession.

(j) "**Parking Potl(s)**" means a parcel(s) of tied land to which a common interest is attached pursuant to this Declaration that can only be used as a parking space.

(k) "**Potl**" or "**Potls**" mean the one hundred fifty two (152) parcels of tied land to which a common interest is attached as described in Schedule "D" to this Declaration and shall include a Dwelling Potl(s) and a Parking Potl(s).

(l) "**Property**" means Waterloo Common Elements Condominium Plan No. _______.

(m) “**Property Manager**” or “**Manager**” shall mean the Property Manager hired by the Corporation (if any).

Terms used herein and not otherwise defined shall have ascribed to them the definitions contained in the Act as amended and its obligations.

2. FIRE PREVENTION

2.1 No Owner shall do or permit anything to be done in his or her Potl or the Common Elements or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the Common Elements, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law with respect to the Common Elements.

2.2 No one shall overload existing electrical circuits located on the Common Elements.

2.3 No combustible material, flammable goods, offensive goods, provisions or material shall be stored on the Common Elements.

2.4 No barbecuing is permissible on the Common Elements.

2.5 Without the consent of the Board, which consent may be unreasonable withheld, large waste items (i.e. appliances, furniture, Christmas trees, tires, car batteries, etc.) may not be disposed of in waste/garbage disposal areas or recycling areas of the Common Elements and must be taken by the Owners at their sole cost to a landfill site of the Regional Municipality of Waterloo.

3. TRAFFIC AND PARKING CONTROL

3.1 Any traffic rules posted by or on behalf of the Board will be complied with and in particular where posted at entrances and exits to Black Oaks and in the parking areas on the Common Elements. Unless otherwise posted by the Board, the speed limit for all vehicles of any nature whatsoever on all roadways located within the Common Elements is ten (10 km) kilometres per hour and all vehicular traffic must not travel at a speed greater than ten (10 km) kilometres per hour.

3.2 Parking spaces are for the parking of one (1) motor vehicle only. Visitor parking space(s) shall be restricted to and used only by Guests for the purpose of parking of one (1) motor vehicle as provided herein subject to the direction of the Board. No motor vehicle other than a private passenger automobile, motorcycle, van or pick-up truck shall be parked within or upon any part of the Common Elements. No other type of motor vehicle, trailer, boat, recreational vehicle, bicycles, snowmobile, mechanical toboggan, derelict or abandoned vehicle or their parts, or machinery or equipment of any kind shall be parked or stored within or upon any parking space or on any part of the Common Elements. No motor vehicle, recreational vehicle, bus, motor home or trailer shall be parked on any part of the Common Elements except the same may be permitted by the written approval of the Board for the sole purpose of loading or unloading such vehicle within the forty eight (48) hour period in advance of, or following, the actual use of such vehicle for a vacation road trip or moving. For greater clarity, the Board has full discretion to determine if the parking of a vehicle is in accordance with these Rules.

3.3 The sidewalks, walkways, passageways, and driveways shall not be obstructed or used for any purpose other than ingress to and egress from the Potls and parking areas within the Common Elements.

3.4 No motor vehicle shall be driven on any part of the Common Elements other than on an internal roadway or parking spaces.

3.5 No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, internal roadways or any other portion of the Common Elements. No repairs or adjustments to motor vehicles shall be carried out on the Common Elements including the parking spaces. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces or as an alternative to repairing the cause of the escape of the gasoline, oil or other harmful substance.

3.6 No one shall park or store anything, including a motor vehicle of any description in any part of the Common Elements except only where marked by the Corporation for visitor parking or other parking.

3.7 Visitor parking space(s) shall be restricted to and used only by Guests of Occupants for the purpose of parking of one (1) motor vehicle as provided herein subject to the direction of the Board.

4. USE OF COMMON ELEMENTS

4.1 The water closets and other water apparatus on the Common Elements shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Owner of the Potl from where such damage originated.

4.2 No noise caused by any instrument or other device or otherwise howsoever caused, including noise caused by any pet or pets, which, in the opinion of the Board is calculated to or may or does disturb the comfort or quiet enjoyment of the Property or any other part of Black Oaks by another Owner or Owners or their families, guests, visitors, employees and persons having business with them, shall be permitted on the Common Elements.

4.3 No person shall engage in any form of sport or ride a bicycle or skateboard or other recreational vehicle or toy on the Common Element areas, where such sport or use of such bicycle, skateboard, recreational vehicle or toy would interfere with the ordinary use of such areas by the Owners.

5. PETS

5.1 Pets may not be kept on the Common Elements.

5.2 Pets must be accompanied by an Occupant and kept under reasonable control when on the Common Elements so as to not to be a nuisance or cause irritation to other Occupants or Guests. No pet may be kept on any part of the Common Elements. The Board can require any pet to be removed from the Common Elements if the Board deems such pet to be a nuisance.

5.3 Without the prior written approval of the Board, the only permitted pets are gerbils, hamsters, dogs, domestic housecats, parakeets, budgies, canaries, parrots and birds of that sort, and small fish in an aquarium.

5.4 If any pet should defecate in any area, the person accompanying such pet shall immediately clean up the soiled area and has a duty to do so.

5.5 Despite the foregoing, and without limiting the generality of the foregoing, because the presence of certain breeds of dogs or aggressive dogs or dogs which give the impression of being aggressive may give concern to other owners, there shall be no dog allowed on the Common Elements of the following breeds or types, Pit Bull, Rottweiler, Doberman, or any dog whose lineage includes any one or more of such breeds, any sort of guard dog or such other breed as the Board may determine from time to time is not to be allowed. In addition, no dog which appears, in the opinion of the Board to be aggressive or threatening or to be acting aggressively or in any sort of a threatening manner is allowed on the Common Elements. It is within the Board's uncontrolled discretion to determine what breeds and what specific dogs are not permitted on the Common Elements and its discretion is not subject to being explained or questioned.

5.6 Any restrictions, rules or prohibitions with respect to pets is subject to one or more exceptions which can be made for medical reasons in the discretion of the Board reasonably exercised, upon receipt of adequate documentation including without limiting the generality of the foregoing, evidencing:

(a) that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained seeing eye dog or trained seeing eye animal, and is necessary to any person with a right of access to the Common Elements;

(b) that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained hearing ear dog or trained hearing ear animal and is necessary to any person with a right of access to the Common Elements;

(c) that an animal which would otherwise be prohibited, is trained and used to assist a Occupant with normal day to day activities that such occupant because of a physical disability is unable to perform for him or herself, such as retrieving items, turning on and off of lights, assisting in propelling a wheel chair and other acts of such nature.

5.7 The necessity of a seeing eye dog (or other suitably trained animal), hearing ear dog (or other suitably trained animal) or other animal which would otherwise be prohibited, accompanying a person with a right of access to the Common Elements must be established by documentary medical evidence of a physician licensed to practice in the province of Ontario. In addition, while one or more exceptions may be made as aforesaid, any such animal must be kept under reasonable control and not cause any undue disturbance or annoyance to any other Occupant.

5.8 The Board has discretion but not the obligation to permit other pets that might otherwise be prohibited, if the need for same is established by sufficient documentary medical evidence of one or more licensed physicians in the province of Ontario.

6. GARBAGE

6.1 Occupants or Guests shall not place, leave or permit to be placed or left in or upon the Common Elements and/or PotIs any debris, refuse or garbage and shall directly carry or place same in any area or areas where designated by the Corporation and on garbage pick-up days only. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty (20) pounds per bag in weight. Where such debris, refuse or garbage consists of packing cartons or crates the Owner shall arrange for a pick-up thereof and such packing cartons or crates shall not in any event be left on the Common Elements.

6.2 All recyclables shall be securely placed in a blue box container and all other garbage shall be securely wrapped and tied.

6.3 All waste disposal procedures may be subject to change pursuant to the Corporation’s third party contract requirements.

6.4 All Occupants and Guests shall comply with any Rules or guidelines passed by the Board pertaining to garbage disposal.

7. COMPLAINTS

7.1 Any complaints or information with respect to matters involving the safety or security of the Common Elements shall be communicated to the Property Manager, failing which to the Board.

8. GENERAL

8.1 No sign, advertisement or notice including the usual signs offering a PotI for sale or rent shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Common Elements whatsoever without the prior written consent of the Board.

8.2 No auction or garage sale shall be held on any part of the Common Elements.

8.3 No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from Common Elements.

8.4 No real estate advertisement signs, or “for sale” signs may be placed on any exterior area of a PotI or the Common Elements. Such signs may only be placed in the window of a dwelling on a PotI.

8.5 No person except properly qualified labourers who have been authorized by Board shall enter on the roofs of any buildings (if any).

8.6 No building, structure, shed or tent shall be erected and no trailer or recreational vehicle (including motor homes), either with or without living, sleeping or eating accommodation, shall be placed, located, kept or maintained on any portion of the Common Elements.

8.7 All bicycles, tricycles, toys and like objects when not in use may not be stored within any portion of the Common Elements, except if such area or areas are designated by the Corporation, if applicable.

8.8 No awnings or shades shall be erected over and outside of the windows or doors without the prior written consent of the Board.

8.9 Any loss, cost or damage incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, their family, Guests, servants or agents or any Occupants of their Potl shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

MANAGEMENT AGREEMENT

BETWEEN

(Black Oaks)

AND

Freure Property Management Limited
201 – 501 Krug Street
Kitchener, Ontario N2B 1L3

THIS MANAGEMENT AGREEMENT made as of the ___ day of ______________________, 202__ ("**Agreement**").

BETWEEN:

____
A Corporation created under the Laws of the Province of Ontario by registration under the *Condominium Act, 1998*, S.O. 1998, c. 19, and amendments thereto and the regulations made thereunder, located at ____________________________________

(hereinafter called the "**Corporation**")

- **AND** –

Freure Property Management Limited
A company incorporated under the laws of the Province of Ontario, having its office located at 201 – 501 Krug Street, Kitchener, Ontario.

(hereinafter called the "**Manager**")

WHEREAS the Corporation has been created pursuant to the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended (hereinafter, the "**Act**");

AND WHEREAS the Corporation is desirous of having the Manager manage the property and assets of the Corporation (hereinafter referred to as 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 premises and mutual covenants and agreements contained, the parties hereto covenant and agree each with the other as follows:

1. The words and expressions used herein which are used or defined in the Act, or in the Declaration or the By-laws of the Corporation (hereinafter referred to as the "**Declaration**" and the "**By-laws**", respectively) have the same meaning herein as they have therein unless otherwise defined herein.

2. The Corporation hereby appoints the Manager:

   (a) To be its sole and exclusive representative, subject to the overall control of the Corporation and the Board, as defined herein, and to manage the Property for a period of two (2) years from ______________________, 202__;

   (b) To act on its behalf in the carrying out of the duties of the Manager as herein set out, and subject to the prior approval of the Corporation in writing; and

   (c) To enter into such contracts and agreements in the name of the Corporation as may be necessary in the performance of such duties.

3. The Manager hereby accepts such appointment and agrees to manage the Property on behalf of the Corporation in a faithful, diligent, timely and honest manner.

4. The Manager acknowledges that it is familiar with the terms of the Declaration and By-laws, any agreements referred to therein, and the Rules of the Corporation ("**Rules**"), as of the date of this Agreement. The Manager's management of the Property shall be subject to the specific instructions of the Corporation as expressed by its Board of Directors (the "**Board**") and to each and every term and condition contained in this Agreement, and the Manager further agrees to carry out expeditiously the instructions of the Board.

5. The Manager, in the performance of duties, hereunder, shall, subject to the direction of the Board:

(a) Comply and maintain the Property in compliance with the terms of the Declaration, By-laws, and Rules and any amendments thereto which presently exist or which may hereafter be made and notified to the Manager in writing;

(b) To take such action within its power short of legal action to enforce the terms of the Act, Declaration, By-laws, Rules and any amendments of any of the foregoing which may be in force from time to time subject to the direction of the Board and to instruct legal action as directed by the Board at the expense of the Corporation;

(c) To prepare for signature of the Board or where a resolution of the Board has been delivered to the Manager for this purpose, the signature of the Manager under corporate seal, status certificates in the form prescribed by regulation pursuant to the Act and to issue and provide status certificates together with the statements and information required pursuant to the Act to any person or persons acquiring an interest in any unit in the condominium plan within the time permitted for the delivery of such certificates, statements and information prescribed by the Act. The fee prescribed by the regulations of the Act shall be retained by the Manager;

(d) Cause to be delivered to all owners the text and import of any further amendments to the Act, By-laws, or Rules;

(e) Advise and consult with the Board with respect to any further registered By-laws, 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;

(f) Maintain the Corporation's register of owners, tenants and mortgagees of the units from initial information supplied by the unit purchasers;

(g) Collect and receive all monies payable by the owners under the Declaration and By-laws, in trust for the Corporation, and deposit the same in a separate trust account in the name of the Corporation to be maintained by the Manager. The Manager shall, in addition to its covenant to enforce the By-laws of the Corporation, actively pursue the collection of outstanding common expenses for owners with a view to reducing these receivables to the lowest minimum monthly balance where legal action, including the filing of Notice of Lien, pursuant to the Act is required. It is understood the Notice of Lien must be filed in the appropriate Land Registry Office within a maximum of three (3) months of default first occurring by the unit owner. All such monies shall thereafter be held in a separate account in the name of the Corporation to be used to:

    (1) Make payments of all accounts properly incurred or on behalf of the Corporation. Should the Manager fail to pay any properly incurred utility bills by their due date and should such late payment result in a financial penalty or interest charge to the Corporation, the Manager shall be directly liable to the Corporation for such penalty or interest charge. When possible, the Manager will endeavor to have all cheques signed by two signing officers – one representative from the Board and one representative of the Manager.

    (2) To deposit to the credit of the Corporation in a separate account for major repairs and replacement of the Common Elements and assets of the Corporation, on a monthly basis, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement for the establishment of the reserve fund and to ensure that such moneys are not used or employed by the Board or the Manager for the payment of general operating expenses. The Manager shall, subject to direction from the Board, arrange for the Corporation to engage an investment advisor or advisors to manage and/or monitor an investment plan as approved by the Board pursuant to subsection 115(8) of the Act (the "**Investment Plan**") and the Manager shall insert the "surplus" monies in the Corporation's general account(s) and reserve account(s) in accordance with the Investment Plan and subsections 115(6) and (7) of the Act.

    (3) To take such actions within its power, short of legal action, to enforce the terms of the Act, the Declaration, the By-laws and the Rules and amendments to any

of the foregoing which may be in force from time to time subject to the direction of the Board; and to retain legal counsel as directed by the Board at the expense of the Corporation.

(4) Arrange for the insurance and any appraisals in accordance with the provisions of the Declaration and By-laws and the amount of such insurance shall be directed by the Board;

(5) Repair and maintenance or cause to be so repaired and maintained those parts of the Property which require repair and maintenance by the Corporation in accordance with the provisions of the Declaration and By-laws and, without limiting the generality of the foregoing, such repair and maintenance shall include the repair and maintenance of all lawns and landscaped areas, snow removal, pest control, the keeping of the common elements in a neat and tidy condition by the removal of litter therefrom, keeping all electrical wiring circuits and lighting fixtures in the common elements in good working order, and providing for the removal and disposal of garbage;

(h) Select, employ, direct and discharge under the direction of the Corporation, in its name and/or in the name of the Corporation as the Manager and Board shall determine such person as it may require at all times to fulfill promptly and efficiently its duties hereunder. All salaries, taxes and other expenses payable on account of such employees shall be operating expenses of the Corporation;

(i) To execute and file all returns and other instruments, maintain property payroll records and do and perform all acts required of the Corporation as the employer of on-site personnel in respect of the Employment Insurance contributions and deductions, Canada Pension Plan contributions and payments, the *Income Tax Act*, R.S.C., 1985, c. 1 and any other employee and employer contributions or payments required under any social, labour or tax legislation in force from time to time, and in connection therewith the Corporation agrees, upon request, to execute and deriver promptly to the Manager all necessary consents, notices of appointment and like approvals or directions.

(j) Keep accurate accounts of the financial transactions involved in the management of the Property and render to the Board quarterly statements of income and expenditures made during the preceding month, and keep such accounts open for inspection by the Board at all reasonable times. No independent or external audit shall be required of the Manager, but the Board shall have the right to an annual external independent audit, provided the costs thereof and the employment of such auditor be by the Corporation directly and not through the Manager, and provided the external audit is acceptable to the Manager, whose acceptance may not be unreasonably withheld. Such independent audit shall be at the office of the Manager. The Manager will prepare year-end financials and any other documents that may be required by the auditor and arrange to deliver them to the Corporation's auditor as required;

(k) To commence actions, subject to obtaining the Corporation's consent, to sue in the name of the Corporation, and recover monies and other sums due; and when expedient, to settle, compromise and release such action or suits following receipt of the Corporations written consent to such action. In the event that legal assistance is needed in connection with the management of the Property, including but not limited to the collection of common element assessments, the pursuit of insurance claims, the cost of such legal assistance, including that of counsel, court costs, and investigation costs, shall be borne by the Corporation; however no legal fees shall be incurred without prior written consent of the Corporation and the Corporation shall select the solicitors it wishes to retain for such services;

(l) To make or cause to be made, repairs and alterations arising in the ordinary course of operation of the Property, provided that the Manager agrees to secure the approval of the Corporation in writing on all expenditures in excess of one thousand dollars ($1,000.00 CAD) Canadian Dollars for any one (1) item, except expenditures approved in the annual budget;

(m) To 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 by reason of any cause whatsoever if the Manager has not performed the provisions of this Agreement or if caused as a result of fraudulent or negligent acts of the Manager, its employees, subcontractors or agents. The Manager agrees to provide the Corporation with a Certificate of Insurance before the commencement date of this Agreement as evidence that it is maintaining adequate liability and blanket fidelity bond insurance for the purpose of indemnifying the Corporation pursuant to this clause and covering its employees, subcontractors or agents who handle or are responsible for handling the Corporation's funds, insuring against loss, theft, embezzlement or other fraudulent or negligent acts on the part of employees, subcontractors or agents of the Manager;

(n) To continually maintain unit files including, but not limited to, communications, approvals and any agreement made between the Corporation and the unit owners and repairs modifications to exclusive use common elements and basic units;

(o) In relation to common element deficiencies, to use its best efforts to ensure that any building deficiency required by the Corporation to be repaired or rectified is corrected and, if applicable, to pursue the correction of any building deficiency short of legal action under any warranty applicable to the Property; and in this regard the Manager represents and warrants that it is familiar with the filing requirements of the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, C.O.31 or any amendments, replacements or successor legislation thereto and of the procedures to be followed under that statute in order to protect the interests of the Corporation;

(p) To retain or cause to be retained holdbacks required by the *Construction* Act, R.S.O., c. C. 30 and to use its best efforts to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Corporation against the title to the Property and if a claim or lien shall be filed in respect of such work, the Manager shall, as directed by the Board, forthwith take all necessary steps to have the same removed and discharged; and

(q) To keep the Board advised at all times of the telephone number or numbers at which a representative or employee of the Manager may be reached at any time during normal business hours in respect to any infraction of the Act, Declaration, the By-Laws, or the Rules, or at any time during the day or night in the event of any emergency involving the Property. The Manager will make all arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Property. In this regard, the Manager shall deal with the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the Act, Declaration, the By-Laws or the Rules. It is understood and agreed by the parties hereto that the Manager shall, in its reasonable discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

6. The duties of the Manager shall not include the duties of the Officers of the Corporation set forth in the By-laws except as specifically otherwise provided in this Agreement.

7. To prepare and present to the Board at least forty-five (45) days before the commencement of each fiscal year during the term of this Agreement an estimated budget in writing for the following year and for the approval of the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owners' contributions to the common expenses. Without the prior approval of the Board in writing, the Manager shall not enter into any contract period of more than one (1) year in excess of one thousand dollars ($1,000.00 CAD) Canadian Dollars.

8. The Corporation shall pay the Manager as compensation for its management services rendered under this Agreement, Thirty Canadian Dollars ($30.00 CAD) per unit per month for the term of this Agreement, which amount shall be inclusive of Harmonized Sales Tax ("**HST**"). This fee shall be payable in advance in equal monthly installments, and for clarity, other than HST, the foregoing fee shall not include any other applicable taxes, proposed, or otherwise, which shall remain the responsibility of the Corporation. All disbursements incurred by the Manager in performing its duties hereunder shall be at the expense of the Corporation, including items such as photocopying, postage, bank charges, website, etc. The Manager shall be authorized to retain out of all monies collected by it, its fee as aforesaid and any disbursements or expenses incurred by it in the performance of its

duties hereunder. The Corporation agrees to pay to the Manager additional fees for the supervision of repairs or alterations of an extraordinary nature above and beyond the normal day-to-day operation of the Property such as repairs and/or replacement caused by a major fire or other casualty. Such additional fees to be agreed upon at the time, and will be payable on the completion of such work. In the event the Corporation fails to make payment to the Manager of its fees hereinbefore set out, then the Manager shall make formal written demand for payment for the fee and the Corporation shall have fifteen (15) days from the date of such demand within which to cure the default in payment. If payment is not received by the Manager within the fifteen (15) day period, then the Manager shall have the right, upon thirty (30) days written notice to the Corporation, of terminating this Agreement and upon such termination all obligations of the Manager shall cease and the Corporation shall pay to the Manager any monies due to it up to the date of such termination. A fee of twenty five Canadian Dollars ($25.00 CAD) for a first offence and fifty Canadian Dollars ($50.00 CAS) for each subsequent offence (tax included, fee subject to change) will be billed to unit owners in the event that a required payment is not received due to insufficient funds (i.e.: a returned cheque or pre-authorized payment).

9. The Manager shall have no responsibility for the completion of filing of tax returns of the Corporation.

10. The Manager shall deliver property manager's report to the Board for each Board meeting to serve as a written form of communication for the Manager to the Board. Quarterly financial statements will be prepared and issued to the Board together with an agenda and manager's report at least three (3) business days before the meeting.

11. The Manager shall be obligated to attend no more than six (6) meetings of the Board annually including the Annual General Meeting of the Corporation. The Manager will prepare AGM meeting packages including the agenda and mail/email them to all owners with all other documentation required by the Act in the legally required time frame. A fee of three hundred Canadian Dollars ($300.00) plus HST will be charged for any additional meetings. The Manager will be responsible to secure a copy of the minutes from the Board recording secretary for all six (6) meetings every year and shall provide copies of these minutes at least three (3) business days prior to the next Board meeting.

12. The Board shall designate a member of the Board of the Corporation and an alternate who shall be authorized to deal with the Manager on any matter relating to the management of the Corporation and shall not be obligated to accept directions or instructions with regard to the management to the Corporation from any person other than an individual so designated. In the absence of any other designation by the Board, the President of the Corporation shall be the individual authorized to deal with the Manager.

13. The Manager acknowledges that it has implemented a privacy policy regarding the handling of personal information of owners, residents, employees and all other who's personal information the Manager uses, collects, intends to use and intends to collect. The Manager further acknowledges that such privacy policy is in compliance with the Personal Information and *Electronic Documents Act,* 2000, c. 5 ("**PIPEDA**") and all other applicable privacy laws. The Manager further agrees to use all personal information in its possession in accordance with PIPEDA, all other applicable privacy laws and any specific direction of the Corporation.

14. The Manager covenants to comply with the provisions of the *Accessibility for Ontarians with Disabilities Act,* 2005, c. 11("**AODA**"), and without limitation, shall ensure that all of its employees and all contractors it retains have received training with respect to the customer service standard under AODA.

15. The Manager covenants and warrants that it will, at all times, during the term of this Agreement and if required following termination, comply with both the Act and the *Condominium Management Services Act, 2015* S.O. 2105, c. 28, Schedule 2 ("**CMSA**"). Further, the Manager represents and warrants that it, and all necessary employees and/or contractor, is licensed to provide "condominium management services" as defined and set up in the CMSA.

16. The Corporation shall:

(a) Reimburse the Manager promptly for any monies which the Manager may be directed by the Board to advance for the account of the Corporation, provided that nothing herein contained shall be construed to obligate the Manager to make any such advance;

(b) Except in the case of negligence or malfeasance on the part of the Manager, its servants or agents or failure of the Manager, its servants or agents to properly fulfil their obligations under this Agreement, indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to person or property in or about in any way connected to the Property, and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof; provided that nothing contained in this sub-paragraph shall release the Manager from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained;

(c) Deliver to the Manager copies of all By-laws and Rules made by the Corporation or the owners; and

(d) The Corporation agrees to cooperate with the Manager to the extent required to perform expeditiously, efficiently and economically the Manager's services required under this Agreement and to provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require.

17. The Manager or the Corporation may terminate for any reason on sixty (60) days' notice in writing to the other party and this Agreement shall continue during the sixty (60) day period to the termination date. Upon termination of this Agreement:

(a) The Manager shall surrender to the Corporation all contracts, records, files and other documents or information which may be pertinent to the continuing operation of the Property. The Corporation shall provide access to the Manager at all reasonable times and upon reasonable notice to all such contracts, records, files, postdated cheques, and other documents or information relating to the full period this Agreement is in force, subsequent to the termination of this Agreement;

(b) The Manager shall turn over all keys to the Property in its possession or in the possession of any of its employees and shall turn over possession of any area located on the Property under its control;

(c) The Corporation shall assume the obligation of any and all contracts which the Manager has properly made for the purpose of arranging the services to the provided pursuant to this Agreement;

(d) The obligations upon the Manager to account shall survive the termination of this Agreement for whatever cause; and

(e) The Manager shall do everything in its power to assist in the smooth transfer of management.

18. All notices required or permitted to be given hereunder shall be sufficiently given in writing and:

(a) To the Corporation if signed by or on behalf of the Manager and delivered and receipted in person, mailed by prepaid registered post (return receipt requested), or by email to the **President** of the Board at ________________________________ or at such other address and to such other person as the Corporation may from time to time designate by written notice pursuant hereto;

(b) To the Manager if signed by or on behalf of the Corporation and delivered and receipted in person, mailed by prepaid registered post (return receipt requested), or by email to the Manager at 201-501 Krug Street, Kitchener, Ontario or at such other address as the Manager may from time to time designate by written notice pursuant hereto; and

(c) All such mailed notices shall be deemed to have been received on the tenth (10th) business day next following the date of such mailing.

19. This Agreement shall not be changed orally, but only by an agreement in writing signed and executed by an Officer or Officers of the parties hereto as authorized by their respective Board of Directors.

20. This Agreement shall not be assigned by the Manager without the consent of the Board.

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

22. If any provision of this Agreement is invalid or unenforceable, such invalidity shall not invalidate or render unenforceable any other part of this Agreement, but it shall be construed as not containing the particular provisions held to be invalid or unenforceable, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF the parties have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf on this __________ day of ______________________, 202___.

____

Per: ____

I have the authority to bind the Corporation

Per: ____

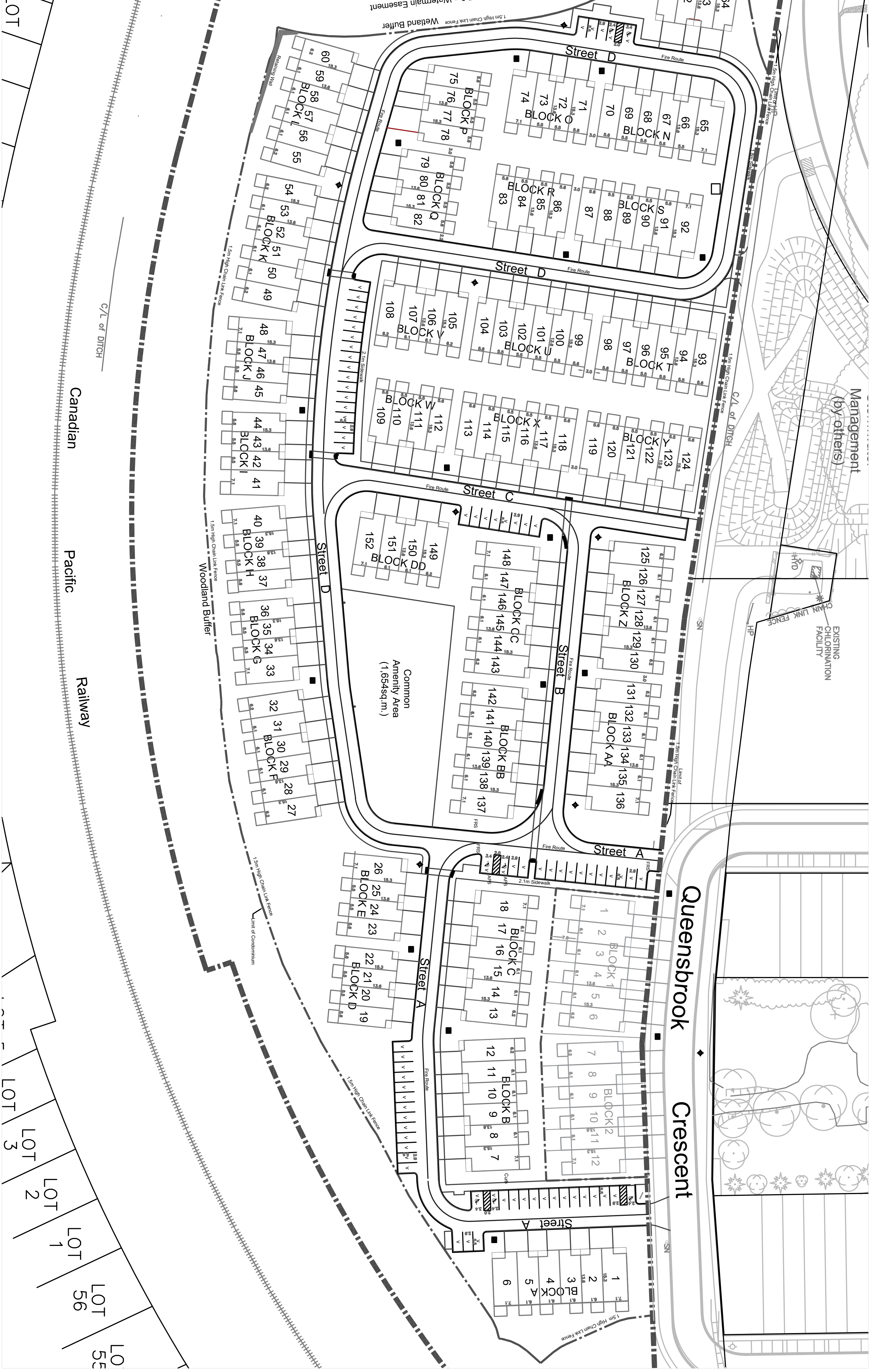
I have the authority to bind the Corporation

Freure Property Management Limited

Per: ____
William Kieswetter, RCM, OLCM
Property Manager

SCHEDULE A

7. Draft Site Plan



BLACK OAKS
~ OPERATING Budget Notes ~
Effective From Date Corporation Registered

Special Note - The First Year's Operating Budget Expenses Are Based on the Projected Completion of Common Area Construction Work and the Sodding of Dwelling Units In the First Year Following Registration. The Common Element Monthly Fees Will Increase Significantly in Subsequent Years as Additional Construction Work is Completed And More Services are Provided by the Corporation Under New Budgets.

REVENUE

Common Element Fees – Funds collected from Unit Owners to pay daily operating expenses, with a portion allocated to the Reserve Fund.

Miscellaneous Income – Interest collected on funds in the bank.

EXPENSES

Administration

Management Fee – Management fee for the first year following the Corporations registration has been set at $30.00 per month per unit and includes HST. Management is for Freure Property Management Limited and includes the day-to-day services of your management team – Property Manager, Administrator and Accounting. This rate is in-line with the condominium property management market.

Condominium Authority of Ontario – The Condominium Authority of Ontario (CAO) came into effect on September 1, 2017. The CAO collects $1.00 per month per unit and provides services to the Condominium Corporation, Board of Directors and Unit Owners. You can learn more about the CAO by visiting their website at: www.condoauthorityontario.ca/en-US/resources/.

Insurance – Your Corporation has insurance through Intact Insurance for shared common elements. *Note: Unit Owners and Tenants are required to insure their own units and contents.*

Legal -– Funds are allocated towards the costs of legal fees in the event services of the Corporation's solicitor are required during the fiscal year.

Audit – Annually an audited financial statement is required for the Condominium Corporation and is to be completed at the end of the fiscal year (December 31st). This financial audit is completed and produced by the Corporation's auditor (Clarke Starke & Diegel.

Parking Control –Due to anticipated misuse of visitors parking residents and guests, the Board of Directors may wish to authorize a third party contractor to monitor visitors parking at the development. Anyone having an overnight guest will be required to call in/email their information to be recorded. Anyone abusing visitors parking will be ticketed or towed. Funds are budgeted for this in the last quarter of the first year.

Office Supplies/Meetings/Education – Costs for photocopying, mailing, Annual General Meeting expenses are allocated to this account. Directors are required to maintain up-to-date educational requirements in accordance with the updated Condominium Act.

Bank Charges – Costs for Pre-Authorized Payments (PAP) has a one-time set-up fee for your Corporation. A cost of $1.00 per PAP transfer is charged to your corporation's operating account for this service.

<u>Utilities</u>

Water – Costs for the common area water at corporation hose bib (if applicable).

Hydro – Hydro is required to supply lighting services to the Corporation roadway and visitor parking areas.

<u>Common Element Servicing</u>

Garbage – Garbage collection at Black Oaks is provided by a third-party contractor. This category reflects the monthly costs for this weekly service.

Landscaping/Snow Contract – This is the estimated expense for the Corporation to employ a contractor to maintain all grass areas (common element and dwelling POTLS) throughout the development including cutting, trimming, fertilizing and organic weed control. The Corporation's contactor will also be responsible for maintaining all gardens, trees and shrubs located on common element property. Owners are responsible to maintain their own gardens (includes weeding, planting and watering) as well as all shrubs and trees located on their property. If plants, shrubs, trees or grass dies, the unit owner must replace at their own expense.

Landscaping Extras – May include new plantings and additional services not covered in the Contract for common areas.

Snow Removal & Salt Extras – This is the estimated expense for the Corporation to contract for removal of snow from all interior roadways (including emergency access road), visitor parking spaces, common walkways and public sidewalks and mailbox areas. Snow removal in driveways, front landings, steps and unit sidewalks is the responsibility of the unit owner.

Repairs/Maintenance – This is the estimated cost to the Corporation to repair and maintain the common elements including roadways, parking spaces, common area sidewalks and walkways, open space landscaping, perimeter fencing, streetlights, fire hydrants, catch basins, stormceptor systems (if any) and any other property and improvement which are not part of the Potl unit boundaries. The budget amount for general maintenance and repair does not include items of a capital nature involving the replacement of any aspect of the common elements. Expenditures of a capital nature shall be funded by the corporation's reserve fund.

Each Unit owner shall maintain and repair all components that makes up his/her unit, at his/her sole and absolute expense, including but not limiting to, maintenance and repair of the following:

- Heating, air-conditioning and electrical systems;
- Plumbing systems, toilets, bathtubs, sinks and other fixtures;
- All normal utility services located within the boundaries of the Unit;
- All walls, windows, screens, doors, steps, landing areas, structural components of his/her Unit, including the roof assembly and exterior painting
- All fences installed by an Owner which becomes such Owner's responsibility to maintain, repair and replace;
- All interior and exterior light fixtures;
- Walks and driveways; and
- All betterments, improvements or additions made to the forgoing.

Each Owner shall be responsible for all damages to any and all other Units and to the common elements that are caused by the failure of such Owner to so maintain and repair his/her Unit.

Other Expenses

Performance Audit:
This is the estimated cost of completing a Performance Audit as required by the Condominium Act, 1998. The purpose of the performance audit is to report on common element deficiencies (not unit deficiencies) that would give rise to a Warranties Act claim. A person certified under the Professional Engineers Act or the Architects Act must carry out and complete the Performance Audit. The Performance Audit must be conducted not earlier than 6 months following condominium registration and no later than 10 months following condominium registration.

Reserve Fund Study:
This is the estimated cost of completing a Reserve Fund study as required by the Condominium Act, 1998. The Reserve Fund study determines what contributions by owners are necessary to ensure proper funding for future major repairs and replacements of common elements and assets. The reserve fund study covers a period of thirty years from the date to the study and addresses all common elements and assets of the corporation having a replacement cost of not less than $500.00. Only individuals that meet a standard of classification designated by the government are authorized to conduct the study.

Turnover Audit:
This is the estimated cost of completing a financial audit of the corporation from the date when the corporation is registered until the last day of the month in which the turnover meeting is held.

This audit is separate from the fiscal year-end audit that is completed following the first year.

Reserve Fund

Reserve Fund:
This is the monthly cost for contributions to the Black Oak reserve fund for repairs and maintenance of the common elements that are shared by all owners residing at the development. The first board of directors for the corporation will commission a reserve fund study to be completed within the first year following registration. The contribution to the reserve fund in the first year as determined by the first board of directors is $25.00 per unit month. This amount is subject to change upon completion of a reserve fund study by Pretium Engineering Consultants sometime in the first year following registration.

There are no pending lawsuits material to the property of which the declarant has actual knowledge and that may affect the property after registration of a deed to the unit from the declarant to the purchaser.

There are no amounts of current or expected fees, charges, rents or other revenues to be paid to or by the corporation or by any of the owners for the use of the common elements or other facilities related to the property.

The projected amounts in all reserve funds at the end of the current fiscal year are dependent on the date of the condominiums registration. If a condominium registration occurs on July 1st, 2023 for example, the amount of funds contributed to the reserve fund at the end of 2023 by that corporation would be equal to $25.00 for each unit in the condominium plan multiplied by 6 months. With 152 units in the condominium plan for example, this would result in the reserve fund contribution at the end of 2023 in the amount of $22,800.00. Note however that the date of registration is not known at this time. Note as well that after the completion of the reserve fund study by Pretium Engineering Consultants in the first year, there could be an increase to contributions to the reserve fund study in future years.

There are no services which are not included in the budget that the declarant provides, or expenses that the declarant pays and might reasonably be expected to become, at any subsequent time, a common expense.