



**Atrens-Counsel
Insurance Brokers**

Part of Arthur J. Gallagher Canada Limited

CERTIFICATE OF INSURANCE

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

NAMED INSURED: HALTON STANDARD CONDOMINIUM CORPORATION NO. 455

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

PROPERTY INSURED: 1480-1490 Bishops Gate
Oakville, Ontario
L6M 4N4

TERM: June 11, 2022 TO June 11, 2023

COMMERCIAL PACKAGE POLICY NO. 7187005

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$39,324,000.00
Deductibles: \$ 50,000.00 STANDARD
\$ 100,000.00 SEWER BACKUP
\$ 100,000.00 WATER
\$ 100,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE
Company: Wawanesa Insurance 25%
Travelers Canada 10%
RSA Insurance Company of Canada 13%
Trisura Insurance Company 25%
Tokio Marine Kiln 510 15%
Chubb Insurance Company of Canada 12%

COMPREHENSIVE GENERAL LIABILITY:

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

DIRECTORS AND OFFICERS LIABILITY:

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

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident:	\$39,324,000.00
Company:	Wawanesa Insurance
Policy Number:	7187005

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

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

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

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

Authorized Representative

Date: June 13, 2022

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

Halton Standard Condominium Corporation No. 455 (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 1, attached as a schedule hereto, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 30th day of April, 2004

HALTON STANDARD CONDOMINIUM CORPORATION NO. 455

Per: 

Scott Sutherland
President

Per: 

Barbara Sutherland
Secretary

We have authority to bind the Corporation.

HALTON STANDARD CONDOMINIUM CORPORATION NO. 455

BY-LAW NO. 1

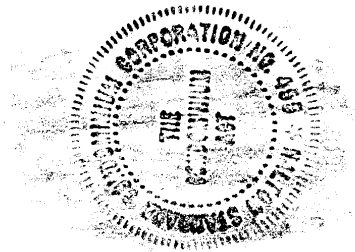
Be it enacted as a by-law of Halton Standard Condominium Corporation No. 455 (hereinafter referred to as this or the "**Corporation**" or this or the "**Condominium**") as follows:

ARTICLE I
DEFINITIONS

- 1.01 The terms used herein shall have ascribed to them the definitions contained in The Condominium Act 1998, Chapter 19, Statutes of Ontario 1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "**Act**"), and in the declaration of the Corporation (the "**declaration**").

ARTICLE II
SEAL

- 2.01 The corporate seal of the Corporation shall be in the form impressed hereon.



ARTICLE III
REGISTER

- 3.01 The Corporation shall maintain a record (hereinafter called the "**Register**") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his or her entitlement to vote. The owner's address for service shall be the address of his or her unit, and the mortgagee's address for service shall be the address shown for him on his or her mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV
MEETING OF MEMBERS

- 4.01 **Annual Meetings:** The annual meeting of the owners shall be held at such place within the Region of Halton, and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "**board**") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his or her remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The first general meeting of the owners shall be held not more than three months after the creation of the Corporation and thereafter the annual general meeting of the Corporation shall be held within six months of the end of each fiscal year of the Corporation.
- 4.02 **The First Meeting:** Subject to the Declarant of the Corporation having not delivering a notice within the time set out below, that it has not transferred ownership of a majority of the units in the condominium, the first meeting of owners shall be held the later of:
- i) the 30th day that declarant has transferred twenty (20%) of the units in the Corporation; or
 - ii) not more than ninety days after the declarant has transferred one unit in the condominium.

The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such

appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the board if authorized to do so by the owners, but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made. In addition, the unit owners, other than the declarant (and subject to having quorum at such meeting as set out in Section 42(9) of the Act), shall elect two directors, which directors shall be in addition to the three directors appointed to the Board under Section 42(4) of the Act, and until such time as the Turnover Meeting, the quorum of such five member board shall be three members. After the election of the three member board at the Turnover Meeting, the quorum shall be two members as set out below.

- 4.03 **Turnover Meeting:** The board, elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting (hereinafter called the "**Turnover Meeting**"). If the Turnover Meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At this Turnover Meeting, the Declarant or its agents shall give to the new board elected at that meeting the condominium seal and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to s.43 (4) of the Act, while those materials described in Section 45(5) of the Act shall be delivered by the Declarant within the prescribed period. Furthermore, within sixty (60) days after the Turnover Meeting, the Declarant shall give the board an audited financial statement prepared as at the date of such meeting.
- 4.04 **Special Meetings:** The board, or any mortgagee entitled to vote, holding mortgages on not less than fifteen (15%) percent of the units, may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The board shall, upon receipt of a requisition in writing made by owners who together own at least fifteen (15%) percent of the units, call and hold a meeting of the owners, and if either the requisitionists agree to add the items of business at the next general meeting, or if the meeting is not called and held within thirty (35) days of receipt of the requisition, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within forty-five (45) days of the said meeting being called.
- 4.05 **Notices:** Unit owners shall be given written notice at least fifteen (15) days before the holding of the Turnover Meeting, and of each annual or special meeting, detailing the time, place and date of such meeting. Notice shall be given to the auditor of the Corporation and to each owner and mortgagee who is entered on the Register for at least twenty (20) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he has become an owner, or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his or her mortgage to exercise the right of the mortgagor to vote pursuant to Section 47 of the Act. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of the matters to be considered at such meeting and any such other matters as may be required pursuant to Section 47 of the Act as well as a list of candidates who wish to run for any position on the Board of Directors that will be filled at the said meeting, if such candidate has given the Corporation written notice of his/her candidacy. A copy of the minutes of each meeting of the owners shall be sent by registered mail to any mortgagee who is recorded in the Register as having a first mortgage or charge against 25% or more of the dwelling units in the Corporation.
- 4.06 **Reports and Financial Statements:** The Corporation shall, at least fifteen (15) days before the date of any annual meeting of owners, furnish to every owner and mortgagee entered on the Register, a copy of the financial statement and auditor's report. A copy of the minutes of the meetings of owners and of the board shall, within fifteen (15) days of such meeting, be furnished to each owner, as well as any mortgagee who has, in writing, requested same.
- 4.07 **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, the auditor of the Corporation, the directors and officers of the Corporation and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the majority of those present at the meeting.
- 4.08 **Quorum:** At any meeting of owners, save and except where otherwise specified in the Act, including inter alia, Section 42 (9) thereof, a quorum shall be constituted when persons entitled to vote and owning not less than twenty five (25%) percent of the units are present in person or represented by

proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day, three weeks therefrom, at such place within the said municipality as the board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than fifteen (15) days prior to the convening of such meeting.

- 4.09 **Right to Vote:** At each meeting of owners, and subject to the restrictions in Section 4.13 hereof, every owner of a unit entitled to vote pursuant to the Act, if he/she is currently entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner, may vote on all matters tabled at such meeting. If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meetings and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the mortgagee to vote, in which case such mortgagee may exercise the owner's vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such mortgage, and notifying both the mortgagor and the Corporation of the said mortgagee's intention to exercise his or her right to vote, at least two (2) days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.
- 4.10 **Method of Voting:** At any annual, special or Turnover Meeting, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairman that such question, by show of hands, been carried is prima facie proof of the same, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll, once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only.
- 4.11 **Representatives:** An executor, administrator, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his or her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owner's or mortgagee's vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 4.13 of this Article shall apply.
- 4.12 **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointor or his or her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.
- 4.13 **Co-Owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.14 **Votes to Govern:** At all meetings of owners, every questions shall, unless otherwise required by the Act, the declaration or the by-laws of the Corporation, be decided by a majority of the votes cast on the question, as set out in Section 4.09 of this Article.
- 4.15 **Entitlement to Vote:** Except where, under the Act or the by-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his or her unit are in arrears for thirty (30) days or more prior to the meeting.

ARTICLE V
BOARD OF DIRECTORS

- 5.01 **Overall Function:** The affairs of the Corporation shall be managed by the board.
- 5.02 **Number and Quorum:** Until amended by-law, for the purposes of Section 42(4) and from and after the Turnover Meeting, the number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
- 5.03 **Qualifications:** Each director shall be eighteen (18) or more years of age and need not be an owner of a unit in the Corporation. No undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or a mentally incompetent person, he shall thereupon cease to be a director.
- 5.04 **Election and Term:** Directors appointed to the first board of directors by the declarant pursuant to Section 42 of the Act shall hold office until the earlier of the time of their resignation, the time of their removal by the declarant or the holding of the turnover meeting pursuant to Section 43 of the Act. From and after the holding of the turnover meeting pursuant to Section 43 of the Act (the "**Turnover Meeting**"), the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the Turnover Meeting of the owners held to elect directors, one (1) director shall be elected to hold office for a term of three (3) years, one (1) director shall be elected to hold office for a term of two (2) years, and one (1) director shall be elected to hold office for a term of one (1) year. At each annual meeting thereafter, a number of directors equal to the number of directors retiring shall be elected for a term of three (3) years. Such directors may, however, continue to hold office notwithstanding the expiry of their respective terms, until their successors are elected. At the Turnover Meeting, all directors, including those directors appointed pursuant to Section 42 (8) shall resign. Any directors appointed pursuant to Section 42(8) of the Act (the "**Interim Directors**") shall hold their office for a term which is the earlier of three years or the holding of the Turnover Meeting. If after the expiration of three years from the first appointment of the Interim Directors, and every three years thereafter, a Turnover Meeting has not been called or is not scheduled to be held, then the a further unit owners meeting shall be called by the Board of Directors to elect two new Interim Directors for further terms of three years, and the quorum requirements of Section 42(9) of the Act shall apply to such meeting. Such directors may, however, continue to hold office notwithstanding the expiry of their respective terms, until their successors are elected.
- 5.05 **Removal of Directors:** A director may be removed in accordance with the provisions of Section 33 of the Act.
- 5.06 **Filling of Vacancies:** If a vacancy in the membership of the board occurs, such vacancy shall be filled in accordance with the terms and provisions of Section 34 of the Act, provided that where a board is allowed to fill the vacancy, then the board shall exercise its authority and fill the said vacancy in the board
- 5.07 **Calling of Meetings of the Board of Directors:** Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and any other director may determine; and the Secretary shall call meetings when directly authorized by the President and any other director to do so. In addition to any other provision in the by-laws, a quorum of directors may, at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws of the Corporation to the contrary, notice of any meeting so called shall be given personally, by ordinary mail, by telegram or by telefax, to each director at the address for service given by each director to the Corporation (or if no such address for service has been given, then to his or her last known place of residence) not less than the later of the time prescribed in the Act or five days before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting. If any notice of a directors' meeting is mailed or sent by telegram or telefax as aforesaid, then same shall be deemed to have been received and to be effective on the third (3rd) business day following the date on which same was mailed, or on the first (1st) day following the date on which same was telegraphed or telefaxed.
- 5.08 **Regular Meetings:** The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but

no other notice shall be required for any such regular meeting. The board may conduct its meetings by teleconference or other electronic means as approved by the board by resolution from time to time, provided that all directors consent to the meeting being held by teleconference and or other approved electronic means.

- 5.09 **First Meeting of New Board:** The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the directors of the board were elected, provided that a quorum of directors is present.
- 5.10 **Disclosure by Directors of Interest in Contracts**
Every director (the "**Interested Director**") of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction or proposed contract or proposed transaction (the "**Contract**") to which the Corporation is or will be a party (other than one in which his or her interest is limited to remuneration as a director, officer or employee), shall declare his or her interest in such contract or transaction. This disclosure shall be made as follows:
- (i) at the meeting of the directors of the Corporation where the Contract is first considered by such board;
 - (ii) if the Interested Director is not at such meeting, then he/she shall disclose such interest at the next meeting of the directors held after the director becomes interested in such Contract;
 - (iii) if the director becomes interested in such Contract on after it is entered into by the Corporation, then the Interested Director shall disclose such interest at the first meeting of directors held after the Interested Director becomes so interested; or
 - (iv) if the Contract is one that in the ordinary course of the Corporation's business would not require the approval of the majority of the directors or owners, then the Interested Director shall disclose such interest in the Contract at the first meeting of the directors held after the Interested Director becomes aware that he/she is interested in the Contract.
- 5.11 The Interested Director shall disclose the nature and extent of such interest. If the Contract involves the purchase of real or personal property by the Corporation that the seller acquired within the previous five (5) years before the date the Contract was entered into, then the Interested Director shall disclose the price that the said seller paid to acquire such property, provided that the Interested Director has, or can reasonably acquire, such knowledge.
- 5.12 The interested Director shall not be present during the discussion of the Contract at the directors meeting. In addition, the director shall not count towards the quorum for that portion of the meeting in which the Contract is considered or voted upon and the Interested Director shall not be permitted to vote with respect to any aspect of the Contract, unless the Interested Directors interest:
- (i) is limited solely to insurance described in a Section 39 of the Act or the remuneration of director, officer or director of the Corporation; or
 - (ii) arises or would arise solely as a result of the Interested Director being a director, officer or employee of the declarant, and the Interested Director was appointed to the first board pursuant to Section 42 of the Act.
- 5.13 A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his or her interest in relation to any contract so made. If a director has made a declaration or disclosure of his or her interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.
- 5.14 Notwithstanding that an Interested Director does not comply with the provisions of this by-law, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, provided that he/she complies with and satisfies the provisions of Section 40(8) of the Act.
- 5.15 **Standard of Care:** Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and shall exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.

- 5.16 **Protection of Directors and Officers:** No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in, or upon which, any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgement or oversight on his or her part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen through or in connection with his or her own dishonest or fraudulent act or acts.
- 5.17 **Indemnity of Directors and Officers:** Every director and officer of the Corporation and their respective heirs, executors, administrators, successors, estate trustees and personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:
- a) all costs, expenses, charges, damages and liabilities which any director or officer suffers, sustains or incurs in respect of any action, suit or proceeding that is brought, commenced or prosecuted against him for or in respect of anything done or permitted to be done, or omitted to be by him in connection with the execution of the duties of his or her office (hereinafter collectively referred to as the "**Liabilities**"); and
 - b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall, not later than 1 week after the Turnover Meeting, purchase and maintain insurance for the benefit of every director and officer of the Corporation in order to indemnify them against the Liabilities if same were incurred by any director or officer in the performance of their duties.

ARTICLE VI **OFFICERS**

- 6.01 **Elected Officers:** At the first meeting of the board, and after each election of directors, the board shall elect from among its members a President. In default of such election, the then incumbent, if a members of the board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.
- 6.02 **Appointed Officers:** From time to time the board shall appoint a Secretary, and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office, and if the same person holds both the office of the Secretary and the office of Treasurer, he may be known as the Secretary-Treasurer.
- 6.03 **Term of Office:** Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.
- 6.04 **President:** The President shall, when present, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.
- 6.05 **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, by the Vice-Presidents in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting at the board or at a meeting of owners who is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.
- 6.06 **Secretary:** The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that

purpose, minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.

- 6.07 **Treasurer:** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. He shall render to the board at any meeting thereof, or whenever required of him, an account of all his or her transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.
- 6.08 **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the board may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.
- 6.09 **Agents and Attorneys:** The board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the board may think fit in its sole discretion.

ARTICLE VII **BANKING ARRANGEMENTS AND CONTRACTS**

- 7.01 **Banking Arrangements:** The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any one or more officers, or other persons, as the board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business.
- 7.02 **Execution of Instruments:** Subject to the provisions of the Act, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President, together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained herein, the board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.
- 7.03 **Execution of the Status Certificate:** Certificates provided pursuant to Section 76 of the Act may be signed by any officer or any director of the Corporation, with or without the seal of the Corporation affixed thereto, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE VIII **FINANCIAL YEAR-END**

- 8.01 Unless otherwise determined by resolution of the board, the financial year of the Corporation shall end on the 31st day of December in each year.

ARTICLE IX **THE CORPORATION**

- 9.01 **Duties of the Corporation:** In addition to the duties and obligations set forth in the declaration of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:

- a) controlling, managing and administering the common elements and assets of the Corporation;
- b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition;
- c) collecting the common expenses assessed against the owners as well as any supplementary charges where the unit owners are billed directly by the Corporation for a utility;
- d) arranging for the supply of all requisite utility services to the units and common elements, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of any requisite utility service(s) becomes incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus, and the Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;
- e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by-laws, together with any appraisals of the full replacement cost of the common elements and assets of the Corporation that may be required by the Act, the declaration or the by-laws of the Corporation for the purposes of determining the amount of insurance to be effected;
- f) repairing after damage and restoring the units and the common elements in accordance with the provision of the Act, the declaration and the by-laws;
- g) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
- i) effecting compliance by the owners with the Act, the declaration, the by-laws and the rules;
- j) providing a status certificate, and such statements and information as may be prescribed by the Act, and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act from time to time) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall furnish the Declarant with such certificate, statements and information in connection with any sale or mortgage of any unit without any charge or fee whatsoever; and
- k) taking all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses;
- l) arranging for the preparation and implementation of the performance audit described in Section 44 of the Act (if required);
- m) arranging for the preparation of the reserve fund study of the common elements and assets of the Corporation when and as required pursuant to Section 94 of the Act and to implementing the plan for funding derived from such study.

9.02

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

- a) employing and dismissing personnel necessary for the maintenance and operation of the common elements;
- b) adopting and amending the rules of the Corporation concerning the operation and use of the property;
- c) employing a building manager or management company at a compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- e) investing monies held in the reserve fund(s) by the Corporation, provided that such investment shall be those permitted by Act;
- f) settling, adjusting, compromising or referring to arbitration any claim or claims which may be made against or asserted on behalf of the Corporation;
- g) borrowing such amounts as the board may determine to be necessary or desirable in its sole discretion, in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and securing any such loan by a mortgage, pledge or charge of

- any assets owned by the Corporation, and adding the repayment of such loan to the common expenses, provided that each such borrowing or loan shall be subject to approval by the unit owners at a meeting duly called for that purpose;
- h) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
 - i) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the board may in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
 - j) leasing any part of the common elements or granting any easement or license over, upon, under or through any part or parts of the common elements, by way of a by-law, except those parts of the common elements over which any owner has the exclusive use;
 - k) granting, transferring and conveying easements for access, egress, services, utilities and/or parking purposes to other Abbey Oaks Condominiums;
 - l) the power and authority to enter into (and bind the Corporation to the terms and provisions of) the following agreements, namely:
 - (i) a management agreement, in such form as may be approved by the board from time to time;
 - (ii) an insurance trust agreement, in such form as may be approved by the board from time to time, including the initial insurance trust agreement with The Canada Trust Company;
 - (iii) a cable television service agreement with the local cable provider in a form as agreed to by the board of directors of the Corporation;
 - (iv) any hydro-electric, natural gas or water utility servicing agreement required for the provision of utilities to the units and common elements in the Corporation;
 - (v) any encroachment or other agreement allowing an encroachment from, or onto any adjacent property;
 and any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the board of directors, from time to time, and any two of either the President, Vice-President and/or the Secretary-Treasurer are hereby authorized to execute any of the aforesaid agreements on behalf of the Corporation; and
 - m) the power and authority to grant the Regional Municipality of Halton and/or the Corporation of the Town of Oakville such easements as may be required by such governmental agencies in respect of the provisions of water, storm water, sanitary and/or hydro-electric services to or from the Corporation or any adjacent lands.

ARTICLE X **NOTICE**

- 10.01 **Method of Giving Notices:** Except as otherwise specifically provided in the Act, the declaration, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given or served, shall be sufficiently given or served if given in accordance with the following:
- a) **to an owner**, by giving same to him, or to any director or officer of the owner, notice in writing in accordance with the terms and provisions of Section 47(7) of the Act;
 - b) **to a mortgagee**, who has notified the Corporation of his or her interest in any unit, by giving same to him, or to any officer or director of such mortgagee, notice in writing in accordance with the terms and provisions of Section 47(8) of the Act;
 - c) **to the Corporation**, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, or telefacsimile addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act, or to the telefax number generally published for public use by the Corporation; and
- 10.02 **Receipt of Notice:** If any notice is mailed as aforesaid, then same shall be deemed to have been received and to be effective on the second (2) day following the day on which it was mailed. In the

event of a postal strike or postal interruption, all notices shall be personally delivered, and if so delivered, same shall be deemed to be received on the date of such personal delivery. Telefacsimile transmissions will be deemed to have been received on the date that same are transmitted, provided if same are sent after 5:00 on any business day or during week-ends or statutory holidays, then such notice will be effective on the next business day, with a telefacsimile transmission confirmation being proper evidence of the date and time of transmission.

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

ARTICLE XI **ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

- 11.01 **Duties of the Board Re Common Expenses:** The common expenses, as provided for the Act and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the declaration. The board shall, from time to time, and at least once annually, prepare the 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.
- 11.02 **Notice of Common Expenses to Owners:** The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the Register, in accordance with the provisions of the by-laws of the Corporation.
- 11.03 **Owner's Obligations:** Each owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such owner. In equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of post-dated cheques covering the monthly common expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his or her family and/or their invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.
- 11.04 **Extraordinary Expenditures:** Extraordinary expenditures not contemplated in the foregoing budget for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment shall be payable by each owner within ten (10) days from the date of the receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.
- 11.05 **Conveyance of Unit:** No owner shall be liable for the payment of any part of the common expenses assessed against his or her unit prior to a transfer by him of such unit, but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of such unit.
- 11.06 **Default in Payment of Assessment:**
- a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twenty-four (24%) percent per annum, calculated and compounded monthly, not in advance, until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.
 - b) In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him for a period of fifteen (15) days, then the board may bring legal action for and on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs on a solicitor-and-client basis.

ARTICLE XII
DEFAULT

- 12.01 **Notice of Unpaid Common Expenses:** The board, whenever so requested in writing by an owner or mortgagee entered on the Register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner, as well as any other monies claimed by the Corporation against any owner which are thirty (30) days past due.
- 12.02 **Notice of Default:** The board, when giving notice of default in payment of common expenses or any other default to the owner of a unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notices be sent to him.
- 12.03 **Notice of Lien:** Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his or her last known address.

ARTICLE XIII
RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

- 13.01 The board may make rules respecting the use of the common elements and units, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Any rules made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider the rules. If such meeting of owners is required, then the rules shall become effective only upon approval at such meeting.
- 13.02 The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.
- 13.03 The rules and regulations of the Corporation have been adopted by the board and shall be deemed to be effective thirty (30) days after notice thereof has been given to each owner, and which notice shall be given forthwith after the registration of the declaration.

ARTICLE XIV
INSURANCE DEDUCTIBLE

- 14.01 Indemnification for Insurance Deductible: Each owner shall indemnify and save the Corporation harmless from the amount which is the lesser of:
- i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage to each owner's respective unit or units; or
 - ii. the actual costs attributable to the repair of each owner's unit or units, regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.
- 14.02 Should an incident cause damage to more than one unit, then the owner of each unit that has suffered damage shall indemnify the Corporation their proportionate share, as determined by the board of directors, by resolution, in its full and unfettered discretion. The board of directors shall make this determination, by applying the deductible thresholds provided in paragraph 14.01 above.
- 14.03 Any payment which is required to be made pursuant to this by-law by any unit owner or owners shall be and is hereby deemed to be common expenses attributable to the said unit owner's unit and shall be recoverable as such.
- 14.04 The deductible for each insurance policy of the Corporation shall be deemed to be reasonable unless otherwise determined by a court, mediator and/or arbitrator having jurisdiction.
- 14.05 Each of the provisions of this article shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this article.

14.06 **Waiver:** No restriction, condition, obligation or provision contained in this article 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.

ARTICLE XV
MISCELLANEOUS

15.01 **Invalidity:** The invalidity of any part or parts of this by-law shall not impair or effect in any manner the validity and enforceability of the balance thereof.

15.02 **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.

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

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

15.05 **Statutory References:** Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

DATED at the City of Toronto, this 30th day of April, 2004.

Halton Standard Condominium Corporation No. 455 hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 percent of the units in the Corporation, pursuant to the provisions of The Condominium Act 1998, Chapter 19, S.O. 1998, as amended.

HALTON STANDARD CONDOMINIUM CORPORATION NO. 455

Per: 

Scott Sutherland
President

Per: 

Barbara Sutherland
Secretary

We have the authority to bind the Corporation.

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

Halton Standard Condominium Corporation No. 455 (known as the "Corporation") certifies that:

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

Dated this 30th day of April, 2004.

**HALTON STANDARD CONDOMINIUM
CORPORATION NO. 455**

By: 

Scott Sutherland
President

By: 

Barbara Sutherland
Secretary

We have authority to bind the Corporation.

HALTON STANDARD CONDOMINIUM CORPORATION NO. 455

BY-LAW NO. 3

**A BY-LAW DETERMINING WHAT CONSTITUTES
A STANDARD RESIDENTIAL UNIT**

WHEREAS the board of directors may by by-law determine what constitutes a standard residential unit for the purpose of determining Halton Standard Condominium Corporation No. 455 responsibility for repairing improvements after damage and insuring same;

Be it enacted as a By-law of Halton Standard Condominium Corporation No. 455 (hereinafter referred to as "Corporation") as follows:

Standard Unit

1. Each standard residential unit shall consist of the following:

A. Residential Units

Suite

Paint - one coat latex primer and one finish coat – builder's standard one colour

Furnace - manufactured by First Company or similar comparable manufacturer with heat coming from the hot water tank,
- rough-in for air-conditioning unit

Flooring - 24 oz carpet
- standard underpad – 2-1/2 lb. density; 8 mm thick
- vinyl – Manufacturer is Tarket Line is Preference, or similar comparable manufacturer, per spec HUDFHA .010 wear layer thickness

Series #800 Colonial hollow six-panel doors

4 1/4 inch colonial baseboard (MDF materials)

2-3/4 inch colonial casing (MDF materials)

metal clad entry door, antique brass hardware, and french terrace door(s) to balcony/patio with one operating panel (the Rothchild model shall have only one single french door)

vinyl clad, double pane, double glazed thermopane windows

Builders grade light fixtures

Kitchen

Range Hood, double stainless steel sink and taps
Cabinets (kitchen and bathroom[s]) - Décor Line of cabinets manufactured by Normac Kitchens Limited, or similar, and formica counter tops

Bathroom(s)

Cabinets (kitchen and bathroom[s]) - Décor Line of cabinets manufactured by Normac Kitchens Limited, or similar, and formica counter tops

Toilets & sinks - Manufacturer Gerber or similar, with taps. Plate mirrors over vanities

One Piece Tub Units - acrylic

Electrical and Lighting

Circuit Breaker panel, 100 amp service

Copper Wiring, hook-up for washer and dryer

Rough in for security system

1. Anything not listed as part of the standard residential unit shall be deemed to be an improvement made to the unit and therefore not form part of the standard unit.
2. The Corporation shall insure and repair the residential unit after damage only to the extent that it is returned to the level of a standard unit for that type of unit. Unit owners wishing to return their residential unit (or part thereof) to the condition prior to the damage may do so provided:
 - a. they pay the difference in cost between the standard finishes and the improvements; and
 - b. the improvement is permitted pursuant to the declaration, by-laws or rules of the Corporation.

Severability

4. Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.

Gender

5. 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.

Waiver

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

Headings

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

Statutory References

8. Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

Halton Standard Condominium Corporation No. 455 hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 percent of the units in the Corporation, pursuant to the provisions of The Condominium Act 1998, Chapter 19, Statutes of Ontario, 1998, and any amendments thereto.

DATED this 30th day of April, 2004.

**HALTON STANDARD CONDOMINIUM
CORPORATION NO. 455**

Per: Scott Sutherland
Scott Sutherland - President

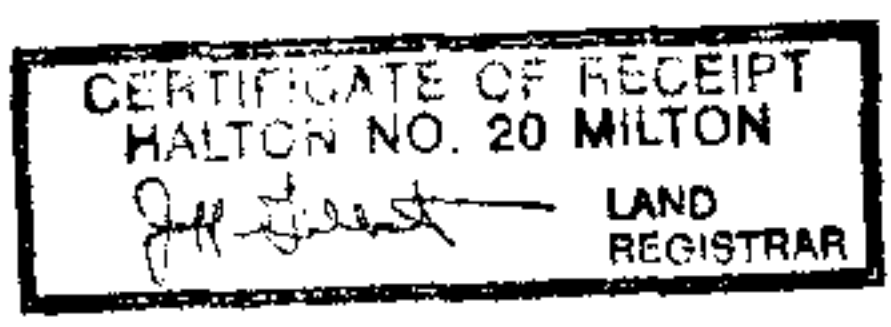
Per: Barbara Sutherland
Barbara Sutherland - Secretary

We have authority to bind the Corporation

HR 28/255

(1) Registry Land Titles (2) Page 1 of 49 pages **AC**

(3) Property Identifier(s) **Part of PIN: 24864-0284 (LT)** Block Property Additional: See Schedule



(4) Nature of Document
**DECLARATION AND DESCRIPTION
HALTON STANDARD CONDOMINIUM PLAN NO.**

(5) Consideration
Dollars \$

FOR OFFICE USE ONLY

**APRIL 29, 2004
15:53 PM**

(6) Description
**Part of Block 1, Plan 20M-449
designated as Parts 18, 19, 20, 21, 22,
23, 24, 25, 26, 27, 28, 29, 35 and 36
Reference Plan 20R-15033
in the Town of Oakville
Regional Municipality of Halton**

being part of the PIN

New Property Identifiers
HSTC 455 Additional: See Schedule

Executions
**BLOCK
25757** Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
ABBEY OAKS DEVELOPMENTS INC. Per: *[Signature]* **2004 04 20**
(Declarant) **David Spencer**
by its solicitors
Baker Schneider Ruggiero LLP

(11) Address for Service **4151 Morris Drive, Burlington, Ontario L7L 5L5**

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature

(13) Address for Service

(14) Municipal Address of Property
**1480 and 1490 Bishops Gate
Oakville, Ontario**

(15) Document Prepared by:
**Mr. David Spencer
Baker Schneider Ruggiero LLP
120 Adelaide Street West
Suite 1000
Toronto, Ontario
M5H 3V1**

Fees and Tax	
Registration Fee	1305.00
Total	

DECLARATION

PHASE III

MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

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

ABBAY OAKS DEVELOPMENTS INC., a corporation incorporated under the laws of the Province of Ontario, (hereinafter called the "**Declarant**")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the Town of Oakville, in the Regional Municipality of Halton and being more particularly described in Schedule "A" annexed hereto, and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act (hereinafter called the "**description**"), and which lands are sometimes hereinafter referred to as the "**lands**", or the "**Real Property**";

AND WHEREAS this Declaration will create a freehold standard condominium upon the Real Property containing **128 residential units, 117 parking units and 2 service room units**;

AND WHEREAS the Declarant intends that the Real Property, together with the buildings constructed thereon, shall be governed by the Act and that the registration of this declaration and the description shall create a freehold standard condominium.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART 1 - INTRODUCTION

Section 1 - Definitions

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

- a) the "**Abbey Oaks Condominiums**" shall mean Condominium A, Condominium B, this Condominium (also referred to as "Condominium C") and Condominium D collectively (as such terms are hereinafter defined), or such of those condominiums as are ultimately developed and registered as condominium corporations;
- b) the "**Abbey Oaks Shared Facilities**" shall mean the Abbey Oaks Shared Servicing Systems, the Clubhouse Unit, the Outdoor Facilities and the Common Interior Roadway collectively (all as such terms are hereinafter defined);
- c) the "**Abbey Oaks Shared Facilities Costs**" shall mean the aggregate of all costs and expenses incurred in connection with the Abbey Oaks Shared Facilities, and shall include without limitation, the costs and expenses incurred in connection with the following, namely;
 - i) the operation, illumination, servicing, maintenance, repair and/or replacement of the Outdoor Facilities, and the Common Interior Roadway (together with all appurtenant planting, landscaping, irrigation, lighting, mechanical and roadway services, such as drains, pipes, cables, etc. located within or beneath the boundaries of the Common Interior Roadway and/or the Outdoor Facilities, and exclusively serving and benefitting same), together with the cost of procuring all requisite fire, property damage and public liability insurance coverage for the Abbey Oaks Condominiums with respect to damage and/or injury occasioned to persons and/or property upon or within the Outdoor Facilities and/or the Common Interior Roadway;
 - ii) the maintenance, repair, replacement and operation of the Clubhouse Unit including without limitation, the costs of providing and maintaining utility services, equipment and/or staff (if any), together with the cost of procuring all requisite fire, property damage and public liability insurance coverage for the Abbey Oaks Condominiums with respect to damage and/or injury occasioned to persons and/or property upon or within the Club House Unit, together with the amount of any municipal taxes and/or common expense assessments attributable thereto (or to any portion thereof);
 - iii) the maintenance, repair and operation of the Abbey Oaks Shared Servicing Systems (as hereinafter defined) including without limitation, the cost of maintaining and repairing all electronic, fire protection, computer, electrical, utility, servicing and mechanical equipment, fixtures and installations comprising part of the Abbey Oaks Shared Servicing Systems (and all appurtenances thereto);

- d) the "**Abbey Oaks Reciprocal Agreement**" shall mean the mutual easement and cost-sharing agreement entered into between the Declarant and Condominium A (with the Declarant entering into same for and on behalf of this Condominium, Condominium B and Condominium D) providing, amongst other things, for the mutual use, maintenance, operation, repair and cost-sharing, of the Abbey Oaks Shared Facilities, and also providing for the re-affirmation of the various easements and rights outlined in the declaration of any of the Abbey Oaks Condominiums benefitting and burdening the Abbey Oaks Condominiums or any easements granted thereafter in respect of the Abbey Oaks Shared Facilities, and the term "**Abbey Oaks Reciprocal Agreement**" shall also include, in its definition, any assumption agreement(s), supplemental or counterpart agreement(s) amending or replacing the original Abbey Oaks Reciprocal Agreement between the said parties, and/or their successors and assigns, whether such agreement or agreements provide for any other matters not contained within the original Abbey Oaks Reciprocal Agreement;
- e) the "**Abbey Oaks Shared Servicing Systems**" shall mean all servicing pipes, wires, cables, conduits and systems solely serving or benefitting the units and/or common elements of any two or more of the Abbey Oaks Condominiums, (but excluding any services serving and benefitting only one of the Abbey Oaks Condominiums exclusively), including without limitation all pertinent portions of the hydro electric, water, sanitary sewer systems, gas systems, fire protection, emergency systems, telephone and cable television systems, and fire protection systems which provide utility services and/or power, heat, drainage, emergency service, telephone service, cable television services to any two or more of the Abbey Oaks Condominiums, as well as all of the storm sewers and underground irrigation services emanating from or hooked into any one or more of the Abbey Oaks Condominiums, regardless of which condominium such systems services, provided that such systems shall exclude any Condominium C and D Shared Servicing Systems;
- f) the "**Boiler Room Unit**" shall mean Unit 119 on Level A of this condominium containing the common boiler and other equipment serving and benefitting Condominium C and Condominium D, comprising part of the Condominium C and D Shared Servicing Systems (as hereinafter defined);
- g) the "**Carwash Unit**" shall mean Unit 118 on Level A of this Condominium serving and benefitting Condominium C and Condominium D;
- h) the "**Clubhouse Unit**" shall mean unit 29 on level 1 of Condominium A, containing amongst other things, an exercise room and multi-purpose room;
- i) the "**common elements**" shall have the meaning as set out in the Act;
- j) the "**common interest**" shall mean the interest in the common elements appurtenant to a unit;
- k) the "**Common Interior Roadway**" shall mean the common interior roadway shared by the Abbey Oaks Condominiums comprising part of the common elements of same (once registered), running from Bishops Gate and accessing the outdoor parking and the respective front entrances of the Abbey Oaks Condominiums, being comprised of those lands and premises designated as Parts 5, 16, 17, 18, 19, 33 and 34 on Reference Plan 20R-15033;
- l) "**Condominium A**", shall mean Halton Standard Condominium Corporation No. 427 created on that part of Block 1, Plan 20R-449, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 on Reference Plan 20R-15033, containing 112 residential units;
- m) "**Condominium B**" shall mean Halton Standard Condominium Corporation No. 439 created on that part of Block 1, Plan 20R-449, designated as Parts 11 to 17 inclusive on Reference Plan 20R-15033, containing 56 residential units;
- n) "**Condominium C**" shall mean this condominium;
- o) "**Condominium D**" shall mean the condominium to be created on that part of Block 1, Plan 20R-449, designated as Parts 30, 31, 32, 33 and 34 on Reference Plan 20R-15033 containing approximately 56 residential units;

- p) **"Condominium C Proportionate Interest"** shall mean 128/184ths fractional ownership interest as undivided tenant-in-common, of Condominium C in the Boiler Room Unit and Carwash Unit which interest is to be conveyed to it after the Condominium C and D Transfer Date (as hereinafter defined);
- q) **"Condominium D Proportionate Interest"** shall mean 56/184ths fractional ownership interest as undivided tenant-in-common, of Condominium D in the Boiler Room Unit and Carwash Unit which interest is to be conveyed to it after the Condominium C and D Transfer Date (as hereinafter defined);
- r) **"Condominium C Proportionate Share"** shall mean the 128/184ths share of the Condominium C and D Shared Facilities Costs (as hereinafter defined) to be borne and paid for by this Condominium from and after the registration of Condominium D (the **"Trigger Date"**) in accordance with the terms and provisions of the Condominium C and D Reciprocal Agreement and/or this declaration, provided that before the Trigger Date, the Condominium C Proportionate Share shall mean 100% of the Condominium C and D Shared Facilities Costs;
- s) **"Condominium D Proportionate Share"** shall mean the 56/184ths share of the Condominium C and D Shared Facilities Costs (as hereinafter defined) to be borne and paid for by Condominium D in accordance with the terms and provisions of the Condominium C and D Reciprocal Agreement;
- t) the **"Condominium C and D Reciprocal Agreement"** shall mean the mutual easement and cost-sharing agreement entered into between the Declarant and Condominium C (with the Declarant entering into same for and on behalf of Condominium D), and providing, amongst other things, for the mutual use, maintenance, operation, repair and cost-sharing, of the Condominium C and D Shared Facilities (as hereinafter defined) , and also providing for the re-affirmation of the various easements and rights outlined in the declaration of Condominium C benefitting and burdening Condominium C and Condominium D, and the term **"Condominium C and D Reciprocal Agreement"** shall also include, in its definition, any agreement(s) or counterpart agreement(s) amending or replacing the original Condominium C and D Reciprocal Agreement between the said parties, and/or their successors and assigns, whether such agreement or agreements provide for any other matters not contained within the original Condominium C and D Reciprocal Agreement, and shall be deemed to include the assumption agreement entered into by this Condominium with the Declarant;
- u) the **"Condominium C and D Shared Facilities"** shall mean the Boiler Room Unit, the Carwash Unit, the Shared Parking Garage (as hereinafter defined) and the Condominium C and D Shared Servicing Systems (as hereinafter defined);
- v) the **"Condominium C and D Shared Facilities Costs"** shall mean the aggregate of all costs and expenses incurred in connection with the operation, care, maintenance, repair and replacement of the Condominium C and D Shared Facilities, and shall include without limitation, the costs and expenses incurred in connection with the operation, illumination, servicing, maintenance, repair and/or replacement of the Shared Parking Garage (including without limitation the costs of the maintenance and repairs of the garage doors), the Boiler Room Unit, the Carwash Unit (including the costs of the water separately metered to and consumed in the operation of the Carwash Unit) and the Condominium C and D Shared Servicing Systems (as hereinafter defined);
- w) the **"Condominium C and D Shared Servicing Systems"** shall mean those portions of the hydro electric, fire protection, water, storm and sanitary sewer systems, gas systems, emergency systems, telephone systems, mechanical equipment, electrical equipment and panels, boilers and equipment in the Boiler Room Unit, servicing pipes, wires, cables, conduits and systems solely serving or benefitting the units and/or common elements of both Condominium C and Condominium D only but shall exclude any portion of same serving and benefitting the units and/or common elements of only one of Condominium C or Condominium D (including without limitation all pertinent portions of the hydro electric, water, storm and sanitary sewer systems, gas systems, emergency systems, telephone and cable television systems, and fire protection systems which provide utility services and/or power, heat, drainage, emergency service, telephone service, cable television services to either Condominium C and Condominium D only;

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- x) the "**Condominium C and D Transfer Date**" shall mean that date that is the earlier of
 - i) the 60th day following the date that all residential units in Condominium C and Condominium D have been sold, conveyed and transferred by or on behalf of their respective declarants to each of the respective unit purchasers thereof;
 - ii) six (6) years following the date of registration of Condominium C; or
 - iii) such earlier time as the Declarant of Condominium C may determine or designate in its sole and unfettered discretion;
 - y) the "**Corporation**", "**this Corporation**", the "**condominium**" or "**Condominium**" and/or "**this Condominium**" shall mean the condominium corporation created by the registration of this declaration and the description pursuant to the Act;
 - z) the "**Governmental Authorities**" shall mean the Town of Oakville, the Regional Municipality of Halton, and all other municipal, provincial and federal governmental authorities or agencies having jurisdiction over the Real Property;
 - aa) the "**HW Tank**" means the individual hot water tank in the residential unit (as hereinafter defined) providing domestic hot water to the said unit;
 - bb) an "**owner**" shall mean the owner or owners of the freehold estate or estates in a unit and its appurtenant common interests, but shall not include a mortgagee unless in possession;
 - cc) the "**Parking Units**" shall mean units 1 to 117, both inclusive, on Level A which shall be used in accordance with the terms and provisions of this declaration, and the term "Parking Unit" shall mean any one of them;
 - dd) the "**Permitted Party**" shall mean the Declarant and/or any company related, associated and/or affiliated to it;
 - ee) the "**property**" or the "**Property**" shall mean the lands, and the interests appurtenant to the lands described in the description (and more particularly set out in Schedule "A" annexed hereto), and shall include any lands and interests appurtenant to the lands that are added to the common elements after the registration of this Condominium;
 - ff) the "**Proportionate Interest**" shall mean the ultimate fractional ownership interest of each of the Abbey Oaks Condominiums in the Clubhouse Unit (as hereinafter defined) as undivided tenant-in-common, where the numerator of the fractional Proportionate Interest of each of the Abbey Oaks Condominiums is the number of residential units in each of the Abbey Oaks Condominiums registered from time to time and with the denominator being 352;
 - gg) the "**Proportionate Share**" shall mean the respective share of the Abbey Oaks Shared Facilities Costs to be borne and paid for by this Condominium and each of rest of the Abbey Oaks Condominiums ultimately registered as a condominium corporation. The Proportionate Share shall automatically be revised and amended as and when each of the Abbey Oaks Condominiums is registered (individually referred to as an "**Abbey Trigger Date**" and with one or more dates referred to collectively as "**Abbey Trigger Dates**"), and for the purposes of calculating such share, the numerator of the fraction representing the Proportionate Share of each of the Abbey Oaks Condominiums shall be the number of residential units in each of the Abbey Oaks Condominiums, registered from time to time and with the denominator being the total number of residential units in all of the said Abbey Oaks Condominiums registered from time to time;
 - hh) the "**Outdoor Facilities**" shall mean the hard and soft landscaped areas, comprising part of the common elements of Condominium A designated as Part 10, on Reference Plan 20R-15033, as well as parts of the common elements of Condominium B designated as Part 11 on Reference Plan 20R-15033, as well as parts of the exterior common elements designated as Parts 24 and 25 on Reference Plan 20R-15033, together with such further outdoor areas within Condominium D, as may be designated as "Outdoor Facilities", upon the registration of that condominium, containing pedestrian walkways, common perimeter fencing, softscape or other outdoor areas;
 - ii) "**residential units**" shall mean units 1 to 32, both inclusive, on Levels 1 to 4 both inclusive which shall be used in accordance with the terms and provisions of this declaration, and the term "**residential unit**" shall mean any one of them;

- jj) the **"rules"** shall mean the rules passed by the board of directors of this Condominium (hereinafter called the **"board"**), and becoming effective pursuant to the Act;
- kk) the **"Shared Parking Garage"**, shall mean that portion of the common elements of the underground parking garage of Condominium C serving and benefitting both Condominium C and Condominium D, comprising part of the common elements of Condominium C, designated as parts 20 and 22 on Reference Plan 20R- 15033 and Parts 1 and 2 on Reference Plan 20R-15618 including the garage doors, concrete garage slabs, walls, columns, drive lanes, ramps and storage areas contained therein, but excluding the Shared Servicing Systems (as hereinafter defined);
- ll) the **"Transfer Date"** shall mean the earlier of:
 - i) the 60th day following the date that all residential units in the Abbey Oaks Condominiums have been sold, conveyed and transferred by or on behalf of their respective declarants to each of the respective unit purchasers thereof;
 - ii) six (6) years following the date of registration of Condominium A; or
 - iii) such earlier time as the Declarant may determine or designate in its sole and unfettered discretion;
- mm) a **"unit"** shall mean a part of the lands included in the description and designated as a unit by the description, and shall comprise the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the declaration and the description. For greater certainty, the definition of **"unit"** relating to the duties to repair and maintain pursuant to the Act and this declaration, shall extend to all improvements made by the Declarant thereto and/or the unit owner thereto, notwithstanding that some of such improvements may be made after registration of the declaration; and
- nn) the **"Unit HV System"** shall mean the individual gas fired forced air heating and ventilation equipment and system, which includes all ducts and duct work leading to and from the main unit to the various rooms in the residential unit, and any portion of the said system situate on the common elements of the Corporation. Provided however that in the event that the declarant (while under no obligation to do so) and/or the unit owner of the residential unit installs any air-conditioning equipment (the **"AC"**) within the mechanical space provided for the Unit HV System and such unit is connected to and operates in conjunction with the Unit HV System, then the AC shall form part of the Unit HV System for the purposes of this declaration, including without limitation, for the purposes of assessing and assigning the responsibility for maintaining and repairing the Unit HV System and the AC.

Section 2 - Statement of Intention and Municipal Statements

The Declarant intends that the lands described in Schedule "A" annexed hereto, and in the description, together with all interests appurtenant thereto, be governed by the Act. The Town of Oakville has not required any statements be inserted in this declaration.

Section 3 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" attached hereto.

Section 4 - Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units set forth in Schedule "C" attached hereto. Notwithstanding the boundaries of the units as set out in Schedule "C" of this declaration, for the purposes of determining the responsibility for maintenance and repair by the Corporation and the owners, the following shall apply:

- a) each residential unit shall be deemed to include the Unit Services (as hereinafter defined);
- b) each residential unit shall be deemed to exclude structural steel and/or wood beams, floor assemblies, all wood, concrete, concrete block or masonry portions of load bearing walls or columns located within the unit, and such pipes, wires, conduit, ducts, flues and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements that may lie within the boundaries of a particular unit as set out in Schedule "C" hereof but which do not service that particular unit;

- c) each parking unit shall be deemed to exclude structural wood or steel beams, all wood, concrete, concrete block or masonry portions of load bearing walls or columns located within the unit, and such pipes, wires, conduit, ducts, flues and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements that may lie within the boundaries of a particular unit as set out in Schedule "C" hereof but which do not service that particular unit.

Section 5 - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners, and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred (100%) percent.

Section 6 - Exclusive Use Common Elements

The owner of certain units shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, subject to such use being regulated by the provisions of the Act, this declaration and the by-laws and rules of the Corporation, and subject to the rights of entry in favour of the Corporation (and its authorized agents and representatives) exercisable in accordance with the provisions of this declaration.

Section 7 - Mailing Address and Address for Service

The Corporation's address for service shall be:

4151 Morris Drive,
Burlington Ontario,
L7L 5L5

or such other address as the Corporation may determine by resolution of the board. The Corporation's mailing address shall be the same as the address for service, or such other address as the Corporation may determine by resolution of the board.

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 8 - Meaning of Common Expenses

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation, and such other expenses as are listed in Schedule "E" attached hereto. In the event that the Corporation wishes to borrow more than \$20,000.00, regardless of whether such borrowing is for common expenses that have been budgeted or not and regardless whether such borrowing does or does not require the passing and ratification of a by-law, the Corporation shall obtain the prior approval of a majority of the unit owners at a separate meeting called to consider such borrowing. The \$20,000.00 limit described above shall be increased once per annum after registration of this declaration, by a percentage increase determined by reference to the increase in the inflation rate as set out in the Consumer Price Index for the Greater Toronto Area, published by Statistics Canada (or its successor) for previous calendar year.

Section 9 - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of this declaration, the by-laws of the Corporation or any rules and regulations of the Corporation in force from time to time, by any unit owner, or by members of his or her family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

Section 10 - 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 the termination of the Corporation.
- c) The Corporation shall commission a reserve fund study when required by the Act and shall thereafter conduct a review of its reserve fund study from time to time, but in no event less than every three (3) years, to determine whether the amount being allocated and set aside in the reserve fund is sufficient to ensure the long term repair and replacement of the major capital assets and common elements of the Corporation.

Section 11 - Status Certificates

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

PART 3 - OCCUPATION AND USE OF COMMON ELEMENTS

Section 12 - General Use

- a) Save as otherwise provided in this declaration to the contrary, each owner may make reasonable use of, and has the right to occupy and enjoy, the whole or any part of the common elements, subject, however, to any conditions or restrictions set out in the Act, this declaration, the Corporation's by-laws (hereinafter collectively called the "**by-laws**") any agreement authorized by the by-laws and the rules. Moreover, save as otherwise hereinafter expressly provided, no condition shall be permitted to exist (and no activity shall be carried on) in any unit, or upon the common elements, that is likely to damage the property of the Corporation (or that of any other person), or injure any person, or impair the structural integrity of any portion of the common elements and/or any unit, or that will unreasonably interfere with the use or enjoyment (by other unit owners) of the common elements and/or the other units, or that may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may increase any applicable insurance premium(s) with respect thereto, and in the event this section of the declaration is contravened, then the unit owner responsible for such contravention shall pay and fully reimburse the Corporation for all costs and expenses incurred to redress, rectify and/or obtain relief from any such injury or damage (including without limitation, all increased insurance premium costs and/or deductibles, and any legal expenses incurred by the Corporation to collect any of the aforementioned costs), and shall indemnify the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such contravention, and all such costs and expenses 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.
- b) Save as otherwise provided in this declaration to the contrary, no owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements (including without limitation, installing any fencing) except for maintaining those parts of the common elements which he or she has a duty to maintain, without obtaining the prior approval of the Corporation in accordance with the Act.
- c) The owners of units having the benefit of an exclusive use patio and/or balcony shall have the responsibility to sweep and clean the patio and/or balcony, but may not make any additions or alterations to such areas, or add or install any betterments thereto without the written consent of the board, and only if such addition, alterations or betterments are in compliance with the Outstanding Municipal Agreements (as hereinafter defined). All betterments to such patios and/or balconies, as approved and permitted by the Corporation, shall be maintained and repaired by such unit owners.

- d) Owners or occupants of units shall be entitled to park their motor vehicles on those parts of the common elements designated as exclusive use common element parking spaces appurtenant to their respective unit and/or those non-exclusive use areas set aside on the common elements for parking of vehicles of the occupants of this condominium. Provided however that any use of the parking spaces comprising some or all of an exclusive use common element area, shall be restricted for the use of motor vehicles, and without limiting any wider definition of the term "**motor vehicle**" as may be imposed by the board from time to time, the term "**motor vehicle**" shall be restricted to a private passenger automobile, station wagon, motorcycle, mini-van, truck, and shall exclude any type of tractor trailer or heavy duty truck (with two ton axle weight or greater) or recreational vehicle, including without limitation, any motor-home, house trailer, camper and/or camper trailer but shall nevertheless specifically include any light commercial, service and/or loading vehicles. The parking units and/or exclusive use common elements parking spaces may only be leased and/or licensed to an owner or tenant of a unit in the Abbey Oaks Condominiums, and any such lease or license shall automatically expire on the sale and transfer of and/or termination of the lease of the residential unit in the Abbey Oaks Condominium owned or leased by the person enjoying the use of the said parking space. No motor vehicle having a height of greater than 6 foot, 8 inches shall be allowed within the common element underground parking garage on Level A of this Condominium and/or Condominium D.
- e) Each exclusive use common elements locker shall be used only for storage purposes permitted by the provisions of the applicable zoning by-laws of the Town of Oakville pertaining to the Real Property, as amended from time to time, and for no other purposes whatsoever, provided however that notwithstanding the foregoing, no locker shall be used to store any combustible material or substance, explosive material, nor any substance deemed to be a "contaminant" pursuant to the Environmental Protection Act, R.S.O., 1990 as amended or any successor or other environmental legislation of any Governmental Authority.
- f) No one shall, by any conduct or activity conducted 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 (or by virtue of) this declaration, any by-law(s) of the Corporation and/or any agreement authorized by the by-law(s) of the Corporation.
- g) No animals other than a pet (as hereinafter defined) are permitted within the units or upon the common elements, and the number of pets shall be limited as hereinafter set out. The board of directors of the condominium shall have the authority to deem a pet to be a nuisance and to demand the removal of the pet from the Condominium, on such terms as it may decide. Unit owners, their residents or permitted occupants, owning or responsible for a pet, are required to immediately clean any part of the interior or exterior common elements where their pet has soiled such common elements. All pets must either be on leash or physically constrained when on the common elements.
- h) The use of sodium chloride and/or calcium based snow melting products is prohibited within this condominium corporation, save and except for roadways or driveways.

Section 13 - Use of the Common Element Areas by the Declarant

Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary, the Declarant and/or any company associated and/or affiliated with it shall be entitled to use and occupy any portion of the common elements or any unit which has not been sold to a purchaser for residential purposes, for its construction, marketing, sales, customer service, leasing programs in respect of the units in this condominium and to erect and maintain marketing, sales, construction, customer service, leasing offices therein and/or model suites at such location within the common element areas of the Condominium as the Permitted Party may select, in its sole discretion, until such time as the Permitted Party has sold and conveyed title to all of the units in the Abbey Oaks Condominiums owned by it, or some earlier date chosen by the Permitted Party in its discretion (hereinafter referred to as the "**Marketing Termination Date**"). The cost of erecting, maintaining and ultimately dismantling the said marketing, sales, construction, customer service, leasing offices (and model suites, if any) shall be borne by the Declarant, but it shall not be charged for the use of the space so occupied in or upon the common elements, nor for any utility services supplied thereto (save and except for common expenses and utilities invoiced to the unsold residential units), nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services to the said marketing/sales/construction/customer service/leasing offices. The Corporation shall ensure that no actions or steps are taken by the

Corporation, or by any unit owner, which would prohibit, limit or restrict the access and egress of the Declarant and its employees, agents and invitees over the common element areas of this Condominium, to and from the aforementioned sales, marketing, construction, customer, service, leasing offices and/or the temporary model suites, if applicable, at all times during the opening hours of such offices. The Declarant shall also be entitled to erect and maintain signs for marketing, sales and/or leasing purposes upon any part of the common elements, and within or outside any unsold units, pursuant to its on-going marketing program in respect of the Condominium, at such locations and having such dimensions as the Declarant may determine in its sole discretion, until the Marketing Termination Date, all without any charge for the use of the space so occupied.

Section 14 - Use of Visitor Parking Spaces

Each common element visitor parking space shall be used and occupied only by visitors to the residential units in the Abbey Oaks Condominiums. Provided, however, that any use of the visitor parking spaces shall be restricted for the use of motor vehicles as such term is defined herein.

Section 15 - Modification of Common Elements and Assets

- a) No owner shall make any change or alteration to the common elements or any betterment or improvement thereof, or alter, decorate, renovate, maintain or repair any part of the common elements, except for maintaining those parts of the common elements which he/she has a duty to maintain in accordance with the provisions of this declaration, without obtaining the prior written approval of the Corporation and/or the unit owners, if required, in accordance with the terms and provisions of the Act.
- b) The Corporation, upon a resolution of the Board, may without notice to, or the consent of, the unit owners, make any non-substantial addition, alteration, or improvement to or renovation of the common elements, or may make any other non-substantial change to the assets of the Corporation, as set out in Section 97(2) of the Act.
- c) If permitted by the Act, the Corporation may make such non-substantial change in a service to the Corporation and/or non-substantial addition, alteration, or improvement to or renovation of the common elements, or may make any other non-substantial change to the assets of the Corporation, provided that the Corporation has delivered to the unit owners such notices and accompanying documents and information as required by Section 97(3) of the Act, and any meetings referred to in the Act, have either not been requisitioned, or if requisitioned have been held.
- d) The Corporation may, upon receiving the approval of owners required under Section 97(4) of the Act, make a substantial change to any service, make a substantial addition, alteration, or improvement to or renovation of the common elements, or may make a substantial change to the assets of the Corporation.

PART 4 - OCCUPATION AND USE OF UNITS

Section 16 - General Use

- a) No unit shall be occupied or used by any owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other unit(s) or any portion of the common elements), nor in any manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective units, nor in any manner which may affect the structural integrity of any unit and/or the common elements, or that may result in the cancellation (or threat of cancellation) of any insurance policy referred to in this declaration, or that may increase any insurance premiums with respect thereto, nor in such a manner as may lead to a breach by any owner or by the Corporation of any provision of this declaration. In the event that the use made by any owner of his or her unit, other than the Declarant, causes injury or damage to any person or property, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such owner shall indemnify and save the Corporation harmless from and against all costs, damages and/or liabilities that the Corporation may suffer or incur as a result thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for any such increased portion of the insurance premiums or deductible so payable by the Corporation (as a result of such owner's use), and such owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred

by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph. Each residential unit shall be occupied and used in accordance with the provisions of the Ontario Building Code and the Ontario Building Code Act (or any successor legislation thereto) the applicable zoning by-laws of the Town of Oakville or any other Governmental Authority pertaining to the Real Property, as amended from time to time, and for no other purposes whatsoever. Notwithstanding the foregoing, the Carwash Unit shall only be used for the purposes of cleaning (but not repairing) motor vehicles while the Boiler Room Unit shall only be used to house and operate equipment benefitting both Condominium C and Condominium D.

- b) The owner of each unit shall comply, and shall require all residents, occupants, tenants, invitees, and licensees of his or her unit to comply with the Act, this declaration, the by-laws (including any easements and/or agreements authorized by the by-laws), and the rules of this Condominium.
- c) Save and except as specifically provided in this declaration to the contrary, no owner, other than the Declarant, shall make any structural change or alteration whatsoever to his or her unit, without the prior written consent of the Board.
- d) No owner of a unit shall keep or maintain in their residential unit more than two pets (hereinafter and hereinafter referred to as a "pet"). For the purposes of this declaration, the term "pet" shall be limited to cats, dogs and/or domestic birds, provided that the following breeds of dogs, namely Rottweiler, Doberman Pinscher, Alsatian Pitbull, bulldog or any mixed breed which has a bloodline containing any one of those breeds (a "Non-permitted Pet") may not be kept or maintained in a residential unit or upon the common elements. The board of directors of the condominium shall have the authority to deem a pet to be a nuisance and to demand the removal of the pet from the condominium, on such terms as it may decide.
- e) No noise constituting an annoyance and/or nuisance or disrupting the normal use of a residential unit shall be permitted to be transmitted from one residential unit to another residential unit. If the board of directors of the Condominium determines that any noise is being transmitted to another unit and that such noise is an annoyance and/or a nuisance and/or disruptive, then the owner of such unit shall, at his/her expense, take such steps as are necessary in the opinion of the said board, to rectify and/or abate such noise. Pursuant thereto, any owner of a residential unit, save and except the declarant or any related or affiliated company, who installs and/or causes to be installed, hardwood flooring, synthetic hard surface flooring, laminate flooring and/or any other ceramic tile flooring ("**Hard Surface Flooring**"), shall prior to such installation, install such sound proofing sub-flooring material as required by the Board of Directors of the Condominium. In addition, the Condominium may require that the said unit owner(s) install carpeting (having a face weight and underpad as the Condominium may designate) over the Hard Surface Flooring as the Condominium may deem necessary or desirable in order to abate noise in the unit where the Hard Surface Flooring has been installed. In the event that the said unit owner fails to undertake the rectification/abatement measures required by the said board, the Condominium may undertake such measures and the costs of such work, including any costs of enforcement, mediation and/or arbitration incurred by the Condominium in connection therewith, may be recovered from the defaulting owner, in the same manner as common expenses.

Section 17 - Use of Residential units

(being Units 1 to 32 both inclusive on Levels 1 to 4 both inclusive)

- a) Each residential unit or portion thereof comprising a residential dwelling shall be occupied and used only for residential purposes in accordance with the provisions of the applicable zoning by-laws of the Town of Oakville pertaining to the Real Property, as amended from time to time, and for no other purposes whatsoever.
- b) Provided, however, that notwithstanding the foregoing, nothing shall prevent the Declarant from completing or renovating the buildings situate on the Real Property and all improvements thereto, nor shall the foregoing prevent any Declarant or any related or affiliated company while owning any residential units in this Condominium (nor any mortgagee who has a registered mortgage or charge against not less than twenty-five percent (25%) of the units in this Condominium, and who seeks to sell the units so encumbered by said mortgage or charge), from utilizing such units for the purpose of creating and/or maintaining a sales office, construction office, leasing office and/or

customer service office, as well as advertising signs, and model suites for display purposes, regardless whether the model suites are used in conjunction with the marketing or sales of units in the Abbey Oaks Condominiums or any other condominiums in the Regional Municipality of Halton.

Section 18 - Use of Parking Units

(Units 1 to 117 both inclusive on Level A)

Each parking unit shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules of the Corporation in force from time to time, and with term "**motor vehicle**" being limited to that as previously defined in this declaration. The Corporation may make provision in its annual budget for the cleaning and sweeping of the parking areas in the condominium. Provided however that the Parking Units may not be used by any motor vehicle having a height of greater than six feet, eight inches.

Section 19 - Restrictions on the Sale, Leasing, etc of the Parking Units

Any Parking Unit may be sold, leased, licensed, charged transferred or conveyed, provided that:

- a) any sale, transfer, assignment or conveyance of a Parking Unit is to an owner of a residential unit in the Abbey Oaks Condominiums;
- b) any lease or license of a Parking Unit or an exclusive use common element parking space appurtenant to a residential unit (the "**Parking Space**") shall only be to an owner or tenant of a residential unit in the Abbey Oaks Condominiums, provided that if such lease or license is to such a tenant, as aforesaid, then the lease or license of a Parking Unit and/or Parking Space shall, notwithstanding any term in such lease or license to the contrary, automatically terminate upon the termination of the said tenant's lease in the residential unit in the Abbey Oak Condominium in which the tenant is leasing a unit;
- c) where a Parking Unit or Parking Space is leased or licensed to an owner of a residential unit in the Abbey Oaks Condominiums and such owner sells and conveys their residential unit, then the lease or license of the said Parking Unit and/or Parking Space shall be assigned to the new owner of the residential unit which was sold, within 30 days of the transfer of the unit to the new owner, failing which the lease or license of the Parking Unit and/or Parking Space shall, notwithstanding any term in such lease or license to the contrary, automatically terminate;
- d) where an owner of a residential unit leases or licenses a Parking Unit and/or Parking Space, and the said owner is deprived of possession or ownership of the said residential unit through any legal action or the enforcement of any security, charge, lien mortgage, etc., then the said lease or license of the Parking Unit and/or Parking Space shall be deemed to be in default and shall be automatically terminated and of no further force and effect.

PART 5 - LEASING OF UNITS

Section 20 - Notification of Lease

- a) Where the owner of a unit leases his or her unit, the owner shall forthwith notify the Corporation that the unit is leased and shall provide the Corporation with the lessee's name, telephone number, permanent address, a copy of the lease and any renewal thereof (or summary thereof in the prescribed form) vehicle licence plate number as well as any other information as the Board may require from time to time. In addition, in the event that the owner has rented the residential unit, he/she it shall provide his/her/its new address for service of notices and/or other communication purposes.
- b) In addition, no owner, other than the Declarant, shall lease his or her unit unless he or she first delivers to the Corporation a binding covenant or agreement, signed by the tenant, to the following effect:

"I acknowledge and agree that I, the other occupants of the residential unit and invitees thereto, from time to time, in using and occupying the unit rented by me, will strictly comply with The Condominium Act, the declaration, the by-laws, all agreements authorized by the by-laws of the Condominium, and all rules and regulations of the condominium corporation, during the entire term of my tenancy, and will be subject to the same duties imposed by the

above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by The Condominium Act. I further acknowledge and agree that:

- i) I will be subject to the same duties imposed by the Condominium Act the declaration, the by-laws and rules of the condominium corporation as if I were the owner of the residential unit except for the payment of common expenses, unless such payment is required by The Condominium Act and/or by the declaration of the condominium corporation;
- ii) in the event that I am notified in writing by the condominium corporation that the landlord/owner of the residential unit which I am renting, is in default of the payment of common expenses with respect to such unit, and said notice required me, as tenant, to pay same to the condominium, I hereby acknowledge and agree that I shall then re-direct the rents being paid to the landlord/owner, to the Condominium to be applied to the common expenses, together with all interest accruing thereon."

Section 21- Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the owner/landlord of the unit which the tenant is occupying is in default of payment of such amounts, and requiring the said tenant to pay to the Corporation an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the said owner/landlord, an amount equal to the defaulted payment, and shall pay same to the Corporation.

Section 22- Owner's Liability

Any owner leasing his or her unit shall not be relieved thereby from any of his or her obligations with respect to the unit, which obligations shall be joint and several with his or her tenant. Moreover, each owner shall file such information, copies of leases, lease renewals, tenant information and other documents and assurances as may be required pursuant to the Act and/or the Board of Directors from time to time.

PART 6 - MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 23- Maintenance and Repairs to Units

- a) Save as otherwise specifically provided in the declaration to the contrary, each owner shall **maintain** his or her unit, including without limitation the Unit HV System, the AC (if any) and HW Tank and all mechanical, electrical and servicing equipment, pipes wires, cables, conduits and appurtenances (the "**Unit Services**") comprising part of the unit, whether situate within or without the horizontal and vertical boundaries of the unit, as set out in Schedule "C" of this declaration, (provided such Unit Services are defined as part of the unit in accordance with Schedule "C" of this declaration by virtue of such Unit Services or any one of them solely serving and benefitting the said unit), save and except to the extent that Corporation is obliged to repair part of the unit or Unit Services pursuant to the Act. Subject to the foregoing, each owner shall repair his or her unit after damage (including without limitation the Unit HV System, the AC (if any) and HW Tank and the Unit Services) comprising part of the unit, all at such owner's own expense, save and except for any damage for which the cost of repairing same is recovered under any policy or policies of insurance maintained by the Corporation, in which latter case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit, but the unit owner shall be required to pay the deductible for the insurance policy.
- b) Notwithstanding anything hereinbefore or hereafter provided to the contrary, each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of such owner to maintain and repair his or her unit in accordance with the provisions of this declaration, save and except for any damages for which the cost of repairing same is recovered under any policy or policies of insurance maintained by the Corporation.
- c) The Corporation shall make any repairs that an owner is obligated to make and that he or she does not make within a reasonable time, after written notice is given to such owner by the Corporation. In such event, the owner shall be deemed to have consented to having had repairs done to his or her unit by the Corporation. The owner shall forthwith reimburse

the Corporation in full for the cost of all such repairs, including all legal and collection costs incurred by the Corporation, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly, not in advance, until paid by the owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after delivery of written notice thereof by the Corporation, and same shall be treated in all respects as common expenses, and recoverable as such.

- d) In addition to the requirements of the Act, which are imposed upon the Corporation when the building has been damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.
- e) No owners shall repair, renovate, upgrade and/or alter the Unit HV System and/or install any AC and/or repair renovate, upgrade and/or alter any plumbing, gas, sanitary and/or electrical fixture or item affixed to the common elements (hereinafter collectively referred to as the "Fixture") within a residential unit unless such work is undertaken by a tradesman licensed to undertake and/or perform such work.

Section 24- Maintenance and Repairs to Common Elements

- a) Save as otherwise specifically provided in this declaration to the contrary, the Corporation shall maintain, and repair after damage, the common elements, assets and/or property of this Condominium, excluding any improvements or amenities installed by any unit owner upon or within any common element area(s) set aside for the exclusive use of such owner. This duty to maintain and repair shall extend to all exclusive use portions of the common elements. Owners of units enjoying the exclusive use of a balcony or patio shall clean and sweep such areas.
- b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, no one shall bring onto, place, affix, erect or install on or within the common elements any object, material, or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of the Condominium.
- c) Each owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows and doors serving his or her unit or installations thereon, which repairs were necessitated by damage caused by such owner's negligence or wilful misconduct, or as a result of the negligence or wilful misconduct of the tenants, their employees, invitees or licensees of his or her unit.

PART 7 – INSURANCE

Section 25 - Insurance Maintained by the Corporation

- a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable in respect of its obligation to repair, and in respect of the unit owners' interests in the units and common elements, and pertaining to the unit owners' obligation to repair any damage to:

- i) the common elements
- ii) personal property owned by the Corporation; and
- iii) the units, except for any improvements or betterments made or acquired by the unit owners, with the definition of what constitutes an improvement or betterment being determined in accordance with the Act;

in an amount equal to the full replacement cost of such real and personal property, and of the units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause. The Corporation's responsibility to insure against major perils in respect of property damage to a unit shall be limited, to the extent permitted by the Act, to those elements comprising a standard unit to which the damaged unit belongs (the "Standard Unit") and the responsibility to insure such unit shall not include the responsibility to insure any betterments to such units which are not part of the Standard Unit.

b) Public Liability and Boiler Insurance

If required by the Act, the Corporation shall obtain and maintain public liability with limits to be determined by the board, insuring the Corporation against major perils, its liability resulting from breach of duty as occupier of the common elements and/or lands that the Corporation holds as an asset and/or arising from its ownership and/or operation of motor vehicles, boilers, machinery and/or pressure vessels.

c) General Provisions re Policies of Insurance

The foregoing policy of insurance will insure the interest of the Corporation and the unit owners from time to time, as their respective interests may appear, with all mortgages endorsements being subject to the provisions of this declaration and the insurance trust agreement (if applicable), and shall contain the following provisions:

- i) all proceeds in excess of 15% of the replacement value of the items insured or such other amount prescribed by the Act, arising from any loss may be payable to the Insurance Trustee, if one is retained by the Corporation;
- ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the unit owners, and any tenant, agent, occupant, employee, agent, invitee, or licensee of a unit, except for damage arising out of arson or fraud caused by any one of the above;
- iii) such policy or policies of insurance shall not be canceled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee (if applicable), and to any first mortgagee who has charges on more than twenty-five (25%) percent of the units;
- iv) waivers of any defence based on co-insurance or on any invalidity arising from any act, or omission, or breach of a statutory condition, by any insured;
- v) provisions that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and
- vi) waivers of the insurer's obligation to repair, rebuild or replace the property in the event that after damage, the government of the property is terminated pursuant to the Act.

Section 26 - General Provisions Regarding the Condominium Insurance

- a) Prior to obtaining any policy or policies of insurance, and every four years thereafter, and at such other times as the board may deem advisable the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.
- b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of the Corporation and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided however that the board may, in writing, authorize any owner to adjust any loss to his or her unit.
- c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage. This subparagraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote, or to consent to matters at meetings of owners, if the mortgage itself contains such a provision, and also the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for the 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.

- e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided for in this declaration.

Section 27 - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against the liabilities incurred as a result of a contravention of the Act.

Section 28 - Insurance Maintained by the Individual Unit Owners

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, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- a) Insurance on any additions or improvements made by an owner to his or her unit or exclusive use common element areas appurtenant to his/her units, and on furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his or her unit, and such owner's personal property and chattels stored elsewhere on the Property, including his or her automobile or automobiles, and for loss of use and occupancy of his or her unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees, and servants, and against the other unit owners and any residents, occupants, employees, tenants, invitees or licensees of such other units, except for any damage arising from vehicle impact, arson or fraud caused or contributed by any of the above.
- b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of such owner's unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- c) Insurance covering the cost of alternate accommodation if the owner's unit is rendered temporarily uninhabitable due to damage.
- d) Insurance covering special assessments levied against an owner's unit by the Corporation.

Section 29 - Indemnification by Owners

Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any act or omission of such owner, or of any occupant, tenant, employee, agent, invitee or licensee of such owner's unit, to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation. All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such.

Section 30 - Insurance Trust Agreement

- a) The Corporation may enter into, and at all times maintain, an Insurance Trust Agreement with a trust company, registered under The Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair, in accordance with the provisions of the Act, this declaration, the by-laws and any agreement authorized by the by-laws. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than 15% of the value of the replacement costs of the assets/items insured, or any other higher limit permitted pursuant to the Act, or any successor legislation or the Insurance Trust Agreement then in force and effect, such proceeds shall be paid directly to the Corporation pursuant to the direction of

the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee.

- b) If arranged by the declarant, the Insurance Trust Agreement shall commence upon the date of registration of the Corporation (or as reasonably soon thereafter as possible), and shall run for a period of twelve (12) months thereafter, whereupon in the event that a new board of directors has not yet been elected by the independent unit owners at a meeting called pursuant to the Act (the "**Turnover Meeting**"), then such Insurance Trust Agreement shall be renewed for a further twelve (12) month period, upon written notice delivered by the Corporation to the Insurance Trustee requesting the renewal of same. When a new board of directors has been elected at the Turnover Meeting, then the Insurance Trust Agreement shall terminate at the end of the twelve (12) month period during which the Turnover Meeting was held, unless same is ratified by the new board of directors. If ratified as aforesaid, the Insurance Trust Agreement (or any renewal thereof) shall continue automatically on an annual basis until sixty (60) days after the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the agreement. If the Insurance Trust Agreement is not ratified as aforesaid, then the new board of directors shall forthwith cause the Corporation to enter into a new Insurance Trust Agreement with another trust company, chartered bank or other firm qualified to act as an insurance trustee, so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation.

PART 9 - DUTIES OF THE CORPORATION

Section 31 - Duties

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

- a) to cause hydro, water, gas (if required, and subject to the payment of the requisite utility account by the unit owner if such service is directly billed and/or invoiced to the unit) and all other requisite utility services to be provided to the units and common elements, so that same are fully functional and operable;
- b) to comply with all of the terms and provisions of this declaration, the by-laws and rules of the Corporation, and any agreement authorized by by-law;
- c) to enter into, abide by and/or comply with, the terms and provisions of any outstanding or registered agreements (and any successor or supplementary agreement(s) with respect thereto) which are (or will be) entered into by the declarant (or its predecessors in title) with any of the Governmental Authorities, registered against title to the units and/or common elements (hereinafter collectively referred to as the "**Outstanding Municipal Agreements**") and to enter into an licence and assumption agreement with the declarant whereby the Corporation will assume responsibility for all obligations under the Outstanding Municipal Agreements;
- d) to enter into an agreement with the Declarant immediately after the registration of this declaration (hereinafter referred to as the "**Licence Agreement**"), if so required by the Declarant, or the Town of Oakville or any other Governmental Authority, pursuant to which the Corporation shall formally grant the Declarant a licence to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements, which licence shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than 21 years, less one day, following the registration of this declaration), in order to avoid any contravention of the subdivision-control and part-lot control provisions of The Planning Act R.S.O. 1990, as amended;
- e) to grant the Declarant, forthwith after the registration of the Condominium, a license to use the common elements for the following purposes, namely:
 - i) to construct, erect, maintain and operate constructing sales/marketing/customer services/leasing offices;
 - ii) to affix and maintain signage used in conjunction with the sales/marketing/leasing program of the Declarant;

which licence shall expire upon the sale and conveyance of all units owner by the Permitted Party as set out in the licence (but in no case later than 21 years, less one day, following the registration of this declaration), in order to avoid any contravention of the part-lot control provisions of The Planning Act R.S.O. 1990, as amended;

- f) to illuminate, clean, maintain and repair all interior and exterior common elements and all common element parking areas (including visitor parking, exclusive use common element parking and non-exclusive use common element parking intended for the use of the occupants of this condominium) roadways, walkways and sidewalks within the Property (including the cleaning and removal of all dirt, debris and snow therefrom, from time to time), and to take all requisite steps to ensure that all common element areas in the Property are maintained and repaired, as and when required;
- g) to enter into an assumption agreement whereby it will assume the obligations of the Declarant under the Abbey Oaks Reciprocal Agreement relating to Condominium C and to thereafter perform and abide by, the terms and provisions of the Abbey Oaks Reciprocal Agreement, as if it were an original party thereto;
- h) to pay its Proportionate Share of the Abbey Oaks Shared Facilities Costs from and after the registration of this Condominium (being an **"Abbey Trigger Date"**);
- i) to enter into the Condominium C and D Reciprocal Agreement relating to Condominium C and to thereafter perform and abide by, the terms and provisions of the Condominium C and D Reciprocal Agreement;
- j) to pay the Condominium C Proportionate Share of the Condominium C and D Shared Facilities Costs from and after the registration of this Condominium;
- k) to accept and register the transfer/deed of land in respect of this condominium's Proportionate Interest in the Clubhouse Unit comprising Unit 29 on Level 1 in Condominium A and to execute, upon request, such affidavits, documents and/or other assurances as may be required to transfer and convey the Proportionate Interest in such unit when tendered upon this condominium on or after the Transfer Date;
- l) to accept and register the transfer/deed of land in respect of any excess parking units in this condominium which the declarant has been unable to sell (provided that the consideration for such transfer of the excess parking units is nil), as and when requested by the declarant and to execute, upon request, such affidavits, documents and/or other assurances as may be required to transfer and convey the title to such unsold parking units, when tendered upon this condominium;
- m) to accept and register the transfer/deed of land in respect of the Condominium C Proportionate Interest in the Car Wash Unit comprising Unit 118 on Level A in this Condominium, the Boiler Room Unit comprising Unit 119 on Level A, in this Condominium and to execute, upon request, such affidavits, documents and/or other assurances as may be required to transfer and convey the Condominium C Proportionate Interest when tendered upon this condominium on or after the Transfer Date;
- n) if the owners of the underlying lands on which Condominium D is intended to be developed determines that it would be economically unfeasible to develop said condominium, then the Condominium shall, at the written request of the owner of such lands (the **"Remainder Owners"**), without the payment of any monies whatsoever, to release and abandon any easements enjoyed by it which are not being used for the operation of any servicing and/or utility system benefitting the Condominium, in, on, over, along and upon any portions of the lands underlying such of the Abbey Oaks Condominiums as are un-registered as of the date of the request (the **"Remainder Lands"**), provided that the Corporation shall release such further easements encumbering the Remainder Lands being used for the operation of any servicing and/or utility system benefitting the Corporation upon the Remainder Owner providing an alternate easement and such Remainder Owner paying for the relocation of the servicing and utility systems to such new easement areas, all at no cost to the Corporation. In furtherance thereof, the Corporation, shall without the payment of any costs whatsoever, execute and deliver, such applications, notices, affidavits, declarations, documents and/or other assurances as such Remainder Owner(s) or any one of them shall require;

- o) to provide the Declarant, without any payment, with a copy of the Reserve Fund Study carried out by the Corporation in accordance with the requirements of Section 94 of the Act and with a copy of the Performance Audit carried out pursuant to Section 44 of the Act and the Corporation shall allow the Declarant and/or its agents, employees, engineers or other designated parties the right for a period of 2 years, to enter upon the common elements to undertake any such work as may be required of the Declarant pursuant to the Performance Audit; and/or
- p) to take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act and/or this declaration, against each unit in respect of which the owner has defaulted in the payment of common expenses.

PART 10 - GENERAL MATTERS

Section 32 - Rights of Entry

- a) The Corporation, or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the board, shall upon the giving of reasonable notice, be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or which violates any public health or safety regulation, or carrying out any duty imposed upon the Corporation, or for the purposes of performing any other objects or duties of the Corporation.
- b) In case of an emergency, any agent, employee or authorized representative of the corporation may enter a unit at any time without notice or express permission, for the purpose of repairing the unit and/or the common elements, for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation (or of any other unit owner), or which may violate any public health or safety regulation. The Corporation or any one authorized by it may determine whether such an emergency exists, in their sole and unfettered discretion, acting reasonably, and such right of entry shall not impose upon the Corporation (or any of its authorized agents or representatives) any duty or liability to monitor or supervise the unit.
- c) If any owner or tenant, or their employees or agents of a unit shall not be personally present to grant entry to such unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in the declaration or the by-laws.

Section 33 - Invalidity

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of the affected section or this declaration.

Section 34 - Waiver

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

Section 35– Notice

- a) Except as otherwise provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given, shall be given as follows:
- i) **To an owner**, by giving same to him or her (or to any director or officer of the owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such owner to the Corporation for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective unit. Provided that the Corporation may give notice to the owner by way of facsimile transmission, electronic mail or any other method of electronic communication, if the owner agrees in writing that the Corporation may give notice in this manner;
 - ii) **To a mortgagee** who has notified the Corporation of his or her interest in any unit, by giving same to such mortgagee (or to any director or officer of such mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
 - iii) **To the Corporation**, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
- b) If any notice is mailed as aforesaid, then same shall be deemed to have been received and to be effective on the second (2nd) business day (excluding Saturdays, Sundays and statutory holidays) following the day on which it was mailed. In the event of a postal strike or postal interruption, all notices shall be personally delivered, and if so delivered, same shall be deemed to be received on the date of such personal delivery.

Section 36 - Construction of the Declaration

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

Section 37 – Headings

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


Section 38 - Statutory References

Any references to a section or sections of the Act in this declaration (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section(s)(as the case may be) of any successor legislation to the Act.

DATED at the City of Burlington, this 21ST day of April 2004

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

ABBAY OAKS DEVELOPMENTS INC.

Per: 
 Name: Scott Sutherland
 Title: President
 I have the authority to bind the Corporation.

SCHEDULE "A"
TO THE DECLARATION OF ABBEY OAKS DEVELOPMENTS INC.

Part of Block 1, Plan 20M-449 designated as Parts 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 35 and 36 on Reference Plan 20R-15033, registered in the Land Registry Office for the Land Titles Division of Halton (No. 20), being part of P.I.N. 24864-0284(LT) (hereinafter referred to as the "Condominium C Lands");

Subject to an easement in favour of Union Gas Limited as set out in Instrument No. HR140673.

A. EXISTING EASEMENTS

APPURTENANT EASEMENTS OVER HSCC 427

1. [Pedestrian / Vehicular Easement for Common Interior Roadway over HSCP 427]

Together with an easement through those parts of the common elements of Halton Standard Condominium Corporation No. 427 designated as Part 5 on Reference Plan 20R-15033 for the purposes of vehicular and pedestrian access and/or egress, parking purposes and for the purposes of storm water and surface drainage as set out in Instrument No. HR193171.

2. [Easement for Construction Purposes over HSCP 427]

Together with an easement through those parts of the common elements of Halton Standard Condominium Corporation No. 427 for the purposes of

- i) ingress and egress of construction, suppliers and service vehicles;
 - ii) the installation of hoarding, temporary shoring and the retention and parking of construction vehicles, equipment and/or supplies thereon;
 - iii) permitting a construction crane and/or boom and all appurtenances structures and equipment associated or used on connection therewith) to pass through the airspace of the condominium, from time to time as required, for the purposes of on-loading and off-loading goods and materials required in connection with development on the dominant tenement; and/or
 - iv) excavating, backfilling, removing, placing and/or replacing fill upon the common elements of this condominium as may be required in connection with development on the dominant tenement
- as set out in Instrument No. HR193171.

3. [Pedestrian Easement over Outdoor Facilities over HSCP 427]

Together with an easement through those parts of the common elements of Halton Standard Condominium Corporation No. 427 designated as Part 10 on Reference Plan 20R-15033 for the purposes of pedestrian access, egress and/or general recreational use and/or for the purposes of storm water or surface drainage, as set out in Instrument No. HR193171

4. [Penetration / Repair / Servicing Easement for Services over HSCP 427]

Together with an easement through those parts of the common elements of Halton Standard Condominium Corporation No. 427 designated as Parts 3, 4, 5 and 7 on Reference Plan 20R-15033 for the purposes of installing, maintaining, operating, altering, repairing, replacing, and inspecting drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, including the crossing, penetrating, boring or travelling through of any soil, transfer slab, floor slab, ceiling slab, concrete, block, masonry walls or drywall enclosures or other similar installations, as set out in Instrument No. HR193171.

5. [Pedestrian / Vehicular Easement for construction and servicing over HSCP 427]

Together with an easement through those parts of the common elements of Halton Standard Condominium Corporation No. 427 unencumbered by any building for the purposes of access of men, materials, equipment and vehicles, all of which may be necessary or advisable for the purposes of constructing all of the buildings and appurtenances thereto and/or for the purposes of pedestrian and vehicular access and egress to facilitate the development, construction, installation, maintenance, alteration,

repair, replacement, and inspection of any buildings, services, utilities, installations or appurtenances, including without limitation, any drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, as set out in Instrument No. HR193171.

6. **[Easement for Support over HSCP 427]**

Together with an easement in, over, along, upon and through the common elements of Halton Standard Condominium Corporation No. 427 for the purposes of maintaining support, as set out in Instrument No. HR193171

B. APPURTENANT EASEMENTS OVER HSCC 439

7. **[Pedestrian / Vehicular Easement for Common Interior Roadway over HSCP 439]**

Together with an easement through those parts of the common elements of Halton Standard Condominium Corporation No. 439 situate within Part 15, 16 and 17 on Reference Plan 20R-15033 (the "**Common Interior Roadway Area**") for the purposes of vehicular and pedestrian access and/or egress upon or over and/or use of the Common Interior Roadway Area or portions thereof for parking purposes and/or for the purposes of storm water and surface drainage, as set out in Instrument No. HR237173.

8. **[Easement for Construction Purposes over HSCP 439]**

Together with an easement through those parts of the common elements of Halton Standard Condominium Corporation No. 439 unencumbered by any building, including without limitation the below grade common elements and the airspace common elements for the purposes of

- i) ingress and egress of construction, suppliers and service vehicles;
- ii) the installation of hoarding, temporary shoring and the retention and parking of construction vehicles, equipment and/or supplies thereon;
- iii) permitting a construction crane and/or boom and all appurtenances structures and equipment associated or used on connection therewith) to pass through the airspace of the condominium, from time to time as required, for the purposes of on-loading and off-loading goods and materials required in connection with development on the dominant tenement; and/or
- iv) excavating, backfilling, removing, placing and/or replacing fill upon the common elements of this condominium as may be required in connection with development on the dominant tenement;

as in Instrument No. HR237173.

9. **[Pedestrian Easement over Outdoor Facilities over HSCP 439]**

Together with an easement through those parts of the common elements of Halton Standard Condominium Corporation No. 439 situate within Part 11 on Reference Plan 20R-15033 (the "**Outdoor Facilities Areas**") for the purposes of pedestrian access, egress and/or general recreational use and enjoyment of Outdoor Facilities Areas, and/or for the purposes of storm water or surface drainage, as in Instrument No. HR237173.

10. **[Penetration / Repair / Servicing Easement for Services over HSCP 439]**

Together with an easement through those parts of the common elements of Halton Standard Condominium Corporation No. 439 situate within Parts 13, 14, 15, 16, and 17 on Reference Plan 20R-15033 (the "**439 Servicing Areas**") for the purposes of the owners of the dominant tenement and/or their agents, contractors and servicemen installing, maintaining, operating, altering, repairing, replacing, and inspecting drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, whether presently existing or installed subsequent to the date of registration of the declaration of Halton Standard Condominium Corporation No. 439, as may be necessary or convenient from time to time to provide such services and utilities, including the crossing, penetrating, boring or travelling through of any soil, transfer slab, floor slab, ceiling slab, concrete, block, masonry walls or drywall enclosures or other similar installations comprising

the common elements of Halton Standard Condominium Corporation No. 439 and located within the Servicing Areas by any of those services, utilities or installations hereinbefore described, as set out in Instrument No. HR237173.

11. [Pedestrian / Vehicular Easement for construction and servicing over HSCP 439]

Together with an easement through those parts of the exterior common elements of Halton Standard Condominium Corporation No. 439 unencumbered by any building for the purposes of access of men, materials, equipment and vehicles, all of which may be necessary or advisable for the purposes of constructing all of the buildings and appurtenances thereto, which are presently, or are intended to be, constructed and situate upon or within the dominant tenement and/or for the purposes of pedestrian and vehicular access and egress to facilitate the development, construction, installation, maintenance, alteration, repair, replacement, and inspection of any buildings, services, utilities, installations or appurtenances situate within the dominant tenement, including without limitation, any drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, whether presently existing or installed subsequent to the date of registration of the declaration of Halton Standard Condominium Corporation No. 439, as set out in Instrument No. HR237173.

12. [Support Easement over HSCP 439]

Together with an easement through those parts of the common elements of Halton Standard Condominium Corporation No. 439 for the purposes of maintaining support in respect of, from and by the structural members, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support buildings, installations and appurtenances, as set out in Instrument No. HR237173.

C. SERVIENT EASEMENTS IN FAVOUR OF HSCC 427

13. [Pedestrian/Vehicular Easement for Common Interior Roadway as in Declaration of HSCC 427]

Subject to an easement in, over, along, upon and through that part of the common elements of this condominium in favour of the owners, successors and assigns of Halton Standard Condominium Condominium No. 427, designated as Parts 18 and 19 on Reference Plan 20R-15033 for the purposes of vehicular and pedestrian access and/or egress, for parking purposes and/or for the purposes of storm water and surface drainage, as set out in Instrument No. HR193171.

14. [Pedestrian Easement over Residential Outdoor Facilities as in Declaration of HSCC 427]

Subject to an easement in favour of the owners, successors and assigns of Halton Standard Condominium Condominium No. 427, in, over, along, upon and through that part of the common elements of this condominium designated as Parts 24 and 25 on Reference Plan 20R-15033 for the purposes of pedestrian access, egress and/or general recreational use, as set out in Instrument No. HR193171.

15. [Easement for Construction Purposes as in Declaration of HSCC 427]

Subject to an easement in favour of the owners, successors and assigns of Halton Standard Condominium Condominium No. 427, in, over, along, upon and through that part of the common elements of this condominium designated as Parts 18 and 19 on Reference Plan 20R-15033 unencumbered by any building, for the purposes of:

- i) ingress and egress of construction, suppliers and service vehicles; and/or
- ii) permitting a construction crane and/or boom and all appurtenances structures and equipment associated or used on connection therewith) to pass through the airspace of the condominium, from time to time as required, for the purposes of on-loading and off-loading goods and materials required in connection with development on the dominant tenement.

as set out in Instrument No. HR193171.

16. **[Easement for Construction and Servicing Purposes as in Declaration of HSCC 427]**

Subject to an easement in favour of the owners, successors and assigns of Halton Standard Condominium Condominium No. 427, in, over, along, upon and through that part of the common elements of this condominium designated as Parts 18 and 19 on Reference Plan 20R-15033, including without limitation below grade and the airspace common elements of such lands, unencumbered by any building as may be necessary or advisable for the purposes of constructing all of the buildings and appurtenances thereto and/or for the purposes of pedestrian and vehicular access and egress to facilitate the development, construction, installation, maintenance, alteration, repair, replacement, and inspection of any buildings, services, utilities, installations or appurtenances, including without limitation, any drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, as set out in Instrument No. HR193171.

17. **[Penetration/ Repair / Servicing Easement created in Declaration of HSCC 427]**

Subject to an easement in favour of the owners, successors and assigns of Halton Standard Condominium No. 427, through those parts of the common elements of this condominium situate within Parts 18, 19, 25, 26, 27, 29 and 35 on Reference Plan 20R-15033 (the "427 Servicing Areas") for the purposes of the owners of the dominant tenement and/or their agents, contractors and servicemen installing, maintaining, operating, altering, repairing, replacing, and inspecting drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, whether presently existing or installed subsequent to the date of registration of the declaration of Halton Standard Condominium Corporation No. 427, as may be necessary or convenient from time to time to provide such services and utilities, including the crossing, penetrating, boring or travelling through of any soil, transfer slab, floor slab, ceiling slab, concrete, block, masonry walls or drywall enclosures or other similar installations comprising the common elements of Halton Standard Condominium Corporation No. 427 and located within the 427 Servicing Areas by any of those services, utilities or installations hereinbefore described, as set out in Instrument No. HR193171.

D. SERVICENT EASEMENTS IN FAVOUR OF HSCC 439

18. **[Pedestrian/Vehicular Easement for Common Interior Roadway as in Declaration of HSCC 439]**

Subject to an easement in, over, along, upon and through that part of the common elements of this condominium in favour of the owners, successors and assigns of Halton Standard Condominium Condominium No. 439, designated as Parts 18 and 19 on Reference Plan 20R-15033 for the purposes of vehicular and pedestrian access and/or egress, for parking purposes and/or for the purposes of storm water and surface drainage, as set out in Instrument No. HR237173.

19. **[Pedestrian Easement over Residential Outdoor Facilities as in Declaration of HSCC 439]**

Subject to an easement in favour of the owners, successors and assigns of Halton Standard Condominium Condominium No. 439, in, over, along, upon and through that part of the common elements of this condominium designated as Parts 24 and 25 on Reference Plan 20R-15033 for the purposes of pedestrian access, egress and/or general recreational use, as set out in Instrument No. HR237173.

20. **[Easement for Construction Purposes as in Declaration of HSCC 439]**

Subject to an easement in favour of the owners, successors and assigns of Halton Standard Condominium Condominium No. 439, in, over, along, upon and through that part of the common elements of this condominium designated as Parts 18 and 19 on Reference Plan 20R-15033 unencumbered by any building, for the purposes of:

- i) ingress and egress of construction, suppliers and service vehicles; and/or
- ii) permitting a construction crane and/or boom and all appurtenances structures and equipment associated or used on connection therewith) to pass through the

airspace of the condominium, from time to time as required, for the purposes of on-loading and off-loading goods and materials required in connection with development on the dominant tenement.
as set out in Instrument No. HR237173.

21. **[Easement for Construction and Servicing Purposes as in Declaration of HSCC 439]**

Subject to an easement in favour of the owners, successors and assigns of Halton Standard Condominium Plan No. 439, in, over, along, upon and through that part of the common elements of this condominium designated as Parts 18 and 19 on Reference Plan 20R-15033, including without limitation below grade and the airspace common elements of such lands, unencumbered by any building as may be necessary or advisable for the purposes of constructing all of the buildings and appurtenances thereto and/or for the purposes of pedestrian and vehicular access and egress to facilitate the development, construction, installation, maintenance, alteration, repair, replacement, and inspection of any buildings, services, utilities, installations or appurtenances, including without limitation, any drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, as set out in Instrument No. HR237173.

22. **[Penetration/ Repair / Servicing Easement created in Declaration of HSCC 439]**

Subject to an easement in favour of the owners, successors and assigns of Halton Standard Condominium No. 439, through those parts of the common elements of this condominium situate within Parts 18, 19, 25, 26, 27, 29 and 35 on Reference Plan 20R-15033 (the " **439 Servicing Areas**") for the purposes of the owners of the dominant tenement and/or their agents, contractors and servicemen installing, maintaining, operating, altering, repairing, replacing, and inspecting drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, whether presently existing or installed subsequent to the date of registration of the declaration of Halton Standard Condominium Corporation No. 439, as may be necessary or convenient from time to time to provide such services and utilities, including the crossing, penetrating, boring or travelling through of any soil, transfer slab, floor slab, ceiling slab, concrete, block, masonry walls or drywall enclosures or other similar installations comprising the common elements of Halton Standard Condominium Corporation No. 439 and located within the 439 Servicing Areas by any of those services, utilities or installations hereinbefore described, as set out in Instrument No. HR237173.

23. **[Easement for Support in favour of HSCC 439]**

Subject to an easement in favour of the owners, successors and assigns of Halton Standard Condominium No. 439, in, over, along, upon and through the common elements of this condominium, designated as Parts 18, 19 23 and 24 on Reference Plan 20R-15033, for the purposes of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and appurtenances thereto, as set out in Instrument No. HR237173.

E. APPURTENANT EASEMENTS CREATED IN THIS DECLARATION

24. **[Appurtenant Pedestrian / Vehicular Easement for Common Interior Roadway]**

Together with an easement, in, over, along, upon and through that part of Block 1 on Plan 20M-449, designated as Parts 33 and 34 on Reference Plan 20R-15033 (the "**Appurtenant Common Interior Roadway Area**") in favour of the owners, their successors and assigns, permitted occupants, agents and invitees of this condominium for the purposes of vehicular and pedestrian access and/or egress upon or over and/or use of the Appurtenant Common Interior Roadway Area or portions thereof for parking purposes and/or for the purposes of storm water and surface drainage from the common elements of this condominium.

25. **[Appurtenant Pedestrian Easement in favour of this Condominium over Residential Outdoor Facilities]**

Together with an easement in, over, along, upon and through that part of Block 1 on Plan 20M-449, situate within Parts 30 and 31 on Reference Plan 20R-15033 (the "**Appurtenant Outdoor Facilities Areas**") in favour of the owners, their successors and assigns and permitted occupants, agents and invitees of the this condominium, for the purposes of pedestrian access, egress and/or general recreational use and enjoyment of the Appurtenant Outdoor Facilities Areas.

26. **[Appurtenant Easement for Construction Purposes]**

Together with an easement in, over, along, upon and through that part of Block 1 on Plan 20M-449, designated as Parts 33 and 34 on Reference Plan 20R-15033 unencumbered by any building, including without limitation below grade and the airspace common elements of such lands, in favour of the owners, their successors and assigns, permitted occupants, agents, contractors, service persons or companies invitees of this Condominium , for the purposes of:

- i) ingress and egress of construction, suppliers and service vehicles; and/or
- ii) permitting a construction crane and/or boom and all appurtenances structures and equipment associated or used on connection therewith) to pass through the airspace of the condominium, from time to time as required, for the purposes of on-loading and off-loading goods and materials required in connection with development on the dominant tenement.

27. **[Appurtenant Secondary Easement for Construction Purposes]**

Together with an easement in, over, along, upon and through that part of Block 1 on Plan 20M-449, designated as Parts 33 and 34 on Reference Plan 20R-15033, including without limitation below grade and the airspace common elements of such lands, unencumbered by any building, in favour of the owners and their successors and assigns of this Condominium and their agents, contractors and servicemen, for the purposes of access of men, materials, equipment and vehicles, all of which may be necessary or advisable for the purposes of constructing all of the buildings and appurtenances thereto, which are presently, or are intended to be, constructed and situate upon the lands comprising this Condominium, or any portion thereof and/or for the purposes of pedestrian and vehicular access and egress to facilitate the development, construction, installation, maintenance, alteration, repair, replacement, and inspection of any buildings, services, utilities, installations or appurtenances situate within this Condominium, including without limitation, any drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, whether presently existing or installed subsequent to the date of registration of the declaration of this Condominium, which serve and benefit this Condominium or any portion thereof.

28. **[Appurtenant Support Easement]**

Together with an easement, in, over, along, upon and through that part of Block 1 on Plan 20M-449, designated as Parts 30, 31, 32 and 33 on Reference Plan 20R-15033 in favour of the owners and their successors and assigns of this Condominium, for the purposes of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and appurtenances thereto that are or may be situate on this Condominium, or any portion thereof.

29. **[Appurtenant Penetration / Repair / Servicing Easement for Services]**

Together with an easement in, over, along, upon and through those parts of Block 1 on Plan 20M-449, designated as Parts 30, 31, 33 and 34 on Reference Plan 20R-15033 (the "**Appurtenant Servicing Areas**"), in favour of the owners and their successors and assigns of this Condominium and their agents, contractors and servicemen as may be necessary or convenient for the purposes of installing, maintaining, operating, altering, repairing, replacing, and inspecting drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable

conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, whether presently existing or installed subsequent to the date of registration of the declaration of this Condominium, which serve and benefit this Condominium, together with all appurtenances thereto, as may be necessary or convenient from time to time to provide such services and utilities to this Condominium, including the crossing, penetrating, boring or travelling through of any soil, transfer slab, floor slab, ceiling slab, concrete, block, masonry walls or drywall enclosures or other similar installations within the Appurtenant Servicing Areas by any of those services, utilities or installations hereinbefore described.

30. **[Appurtenant Pedestrian / Vehicular Easement for construction and servicing]**

Together with Reserving an easement, in, over, along, upon and through Part of Block 1, Plan 20M-449, designated as Parts 33 and 34, in favour of the Condominium and its successors and assigns, and their agents, contractors and servicemen, for the purposes of access of men, materials, equipment and vehicles, all of which may be necessary or advisable for the purposes of constructing all of the buildings and appurtenances thereto, which are presently, or are intended to be, constructed and situate upon or within this Condominium, or any portion thereof and/or for the purposes of pedestrian and vehicular access and egress to facilitate the development, construction, installation, maintenance, alteration, repair, replacement, and inspection of any buildings, services, utilities, installations or appurtenances situate within this Condominium, including without limitation, any drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, whether presently existing or installed subsequent to the date of registration of the declaration of this Condominium, which serve and benefit this Condominium.

F. **SERVIENT EASEMENTS EASEMENTS CREATED IN THIS DECLARATION**

31. **[Servient Pedestrian / Vehicular Easement for Common Interior Roadway]**

Reserving an easement through the common elements of this Condominium, situate within Parts 18 and 19 on Reference Plan 20R-15033 (the "**Common Interior Roadway Area**"), in favour of the owners, their successors and assigns, permitted occupants, agents and invitees of part of Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033 (the "**Condominium D Lands**"), for the purposes of vehicular and pedestrian access and/or egress upon or over and/or use of the Common Interior Roadway Area or portions thereof for parking purposes and/or for the purposes of storm water and surface drainage from the Condominium D Lands.

32. **[Servient Easement for Construction Purposes]**

Reserving an easement through the common elements of this Condominium designated as Parts 18 and 19 on Reference Plan 20R-15033, in favour of the owners, their successors and assigns, permitted occupants, agents, contractors, service persons or companies and/or invitees of the lands described as part of Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033, for the purposes of

- i) ingress and egress of construction, suppliers and service vehicles;
- ii) the installation of hoarding, temporary shoring and the retention and parking of construction vehicles, equipment and/or supplies thereon;
- iii) permitting a construction crane and/or boom and all appurtenances structures and equipment associated or used on connection therewith) to pass through the airspace of the condominium, from time to time as required, for the purposes of on-loading and off-loading goods and materials required in connection with development on the dominant tenement; and/or
- iv) excavating, backfilling, removing, placing and/or replacing fill upon the common elements of this condominium as may be required in connection with development on the dominant tenement.

33. **[Servient Pedestrian Easement over Outdoor Facilities]**

Reserving an easement through the common elements of this Condominium, situate within Parts 24 and 25 on Reference Plan 20R-15033 (the "**Outdoor Facilities Areas**"), in favour of the owners, their successors and assigns and permitted occupants, agents and invitees

of those lands described as part of Block 1, Plan 20M-449, designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033, for the purposes of pedestrian access, egress and/or general recreational use and enjoyment of Outdoor Facilities Areas, and/or for the purposes of storm water or surface drainage from part of Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033.

34. **[Servient Penetration / Repair / Servicing Easement for Services]**

Reserving an easement in, over, along, upon and through the common elements of this Condominium situate within Parts 18, 19, 25, 26, 27, 29, 35 and 36 on Reference Plan 20R-15033 (the "**Condominium D Servicing Areas**"), in favour of the owners and their successors and assigns of those lands described as part of Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033 and their agents, contractors and servicemen as may be necessary or convenient for the purposes of installing, maintaining, operating, altering, repairing, replacing, and inspecting drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, whether presently existing or installed subsequent to the date of registration of the declaration of this Condominium, which serve and benefit any part of those lands described as Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033, together with all appurtenances thereto, as may be necessary or convenient from time to time to provide such services and utilities to any part of those lands described as Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033, including the crossing, penetrating, boring or travelling through of any soil, transfer slab, floor slab, ceiling slab, concrete, block, masonry walls or drywall enclosures or other similar installations comprising the common elements of this Condominium and located within the Condominium D Servicing Areas by any of those services, utilities or installations hereinbefore described.

35. **[Servient Pedestrian / Vehicular Easement for construction and servicing]**

Reserving an easement, in, over, along, upon and through the exterior common elements of this Condominium designated as Parts 18 and 19 on Reference Plan 20R-15033, in favour of the owners and their successors and assigns of those lands described as part of Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033 and their agents, contractors and servicemen, for the purposes of access of men, materials, equipment and vehicles, all of which may be necessary or advisable for the purposes of constructing all of the buildings and appurtenances thereto, which are presently, or are intended to be, constructed and situate upon or within those lands described as part of Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033, or any portion thereof and/or for the purposes of pedestrian and vehicular access and egress to facilitate the development, construction, installation, maintenance, alteration, repair, replacement, and inspection of any buildings, services, utilities, installations or appurtenances situate within those lands described as part of Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033, including without limitation, any drainage pipes, underground storm and sanitary sewers, water services, gas services, insulation systems electrical, telephone, television and cable conduits, cables, wires and lines and ventilation ducts or shafts, air conditioning and fire protection systems, and various other services and utilities, whether presently existing or installed subsequent to the date of registration of the declaration of this Condominium, which serve and benefit those lands described as Part of Block 1, Plan 20M-449, designated as Parts 30 to 34 both inclusive on Plan 20R-15033.

36. **[Servient Pedestrian / Vehicular Easement in favour of Condominium D over the Shared Parking Garage]**

Subject to an easement through the common elements of this Condominium, situate within Parts 20 and 22 on Reference Plan 20R-15033 and Parts 1 and 2 on Reference Plan 20R-15618 (the "**Shared Parking Garage**") in favour of the owners, their successors and assigns and permitted occupants, agents and invitees of those lands described as part of Block 1, Plan 20M-449, designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033 (the "**Condominium D Lands**") for the purposes of pedestrian and vehicular ingress, access and egress over the ramps, driveways and interior areas of the Shared Parking Garage

37. **[Servient Support Easement]**

Reserving an easement, in, over, along, upon and through the common elements of this condominium, designated as Parts 25, 26, 27, 28, 29 and 35 on Reference Plan 20R-15033, in favour of the owners and their successors and assigns of those lands described as part of Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033, or any portion thereof, for the purposes of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and appurtenances thereto that are or may be situate on part of Block 1, Plan 20M-449 designated as Parts 30 to 34 both inclusive on Reference Plan 20R-15033, or any portion thereof.

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

David Roy Spencer, solicitor and duly
authorized agent for:
ABBEY OAKS DEVELOPMENTS INC.



David Spencer

SCHEDULE "B"
TO THE DECLARATION OF ABBEY OAKS DEVELOPMENTS INC.

CONSENT OF MORTGAGEE
Clause 7(2)(b) of the Act

1. **BANK OF MONTREAL** has a registered mortgage/charge within the meaning of section 7(2)(b) of The Condominium Act S.O., 1998, as amended, and registered as number HR88626 in the Land Registry Office for the Land Titles Division of Halton (No. 20) hereby consents to the registration of this declaration pursuant to The Condominium Act, Chapter 19, S.O., 1998, as amended, against the lands or interests appurtenant to the lands described in the description.
2. **BANK OF MONTREAL** hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the lands, as the land and interests are described in the description;
3. **BANK OF MONTREAL** postpone's its mortgage and interests under it to the declaration and the easements described in Schedule "A" to the declaration;
4. **BANK OF MONTREAL** is entitled at law to grant this consent.

IN WITNESS WHEREOF, **BANK OF MONTREAL** has caused these present to be executed under its corporate seals by its duly authorized signing officer(s) this 23rd day of March, 2004.

BANK OF MONTREAL

Per: Robert MacDonald
Robert MacDonald
Account Manager

Per: Naomi Rosenberg
Naomi Rosenberg
Account Manager

We have authority to bind the Bank

SCHEDULE "C"

C-1

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

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

1. BOUNDARIES OF DWELLING UNITS

Horizontal:

- (a) The upper or unit side unfinished surface and plane of the precast concrete floor slab on which the unit rests.
- (b) The unfinished lower or unit side surface and plane of the precast concrete ceiling slab.
- (c) The backside surface and plane of the drywall sheathing on the ceiling of Units 1-32 on Level 4.
- (d) Unit side surface of the wall structure below the air conditioning unit.
- (e) When a residential unit has a fireplace installed, the exterior face and surface of the vents and wall caps.

Vertical:

- (a) The backside surface and plane of the drywall sheathing on walls separating one Unit from another such unit or from the Common Element.
- (b) The unfinished unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and unit side surface of all glass panels located therein.
- (c) The outside face of the mechanical sleeve for the air conditioning unit.
- (d) When the residential unit has a fireplace installed, the exterior face of the vent termination cap and the exterior face and surface of the metal flue (metal cap and flue owned by the Unit owner).

Notwithstanding the above, no residential unit shall include:

- (a) Any exterior window and window frame, door and door frame leading out of the unit.
- (b) Any concrete floor slab, load bearing partition columns, structural member or load bearing partitions contained within the unit.

Any pipe, wire, cable, conduit, duct, shaft or public utility line used for power, gas, cable television, water, security systems or drainage which is located within the unit and provides such service or utility to another unit or units, or common elements but the unit shall include all fixtures, outlets, or other facilities with respect to any such services or utilities which are located within the boundaries of the unit and which services the unit only, including the air conditioning, heating and ventilation equipment and all fixtures and pipes leading from the shutoff valve located on the main riser which services the heating and air conditioning equipment.

2. BOUNDARIES OF THE PARKING UNITS

Horizontal:

- (a) The upper surface and plane of the asphalt paving on which such Unit rests.
- (b) The unit side exterior surfaces of the fire hose cabinet (excluding the cabinet from the unit)
- (c) The unit side exterior surface of the heat exchangers and their projections (excluding the heaters from the Unit)

- (d) The exterior or unit side drywall surface above the upper surface of the concrete garage floor slab. (The drywall ceiling of the Unit)
- (e) The exterior or unit side surface of the metal cover of the sum pump pit located within the asphalt surface.

Vertical:

- (a) The unit side surface and plane of concrete columns and/or walls and production .
- (b) The vertical plane established by measurement.
- (c) The unit side exterior surface of the firehose cabinet therefore excluding the cabinets from the Unit.
- (d) The unit side exterior surface of the heat exchangers and the cabinet projections excluding the heaters from the Unit;
- (e) Exterior surface of metal pipes providing ancillary drains for the sprinkler system excluding the pipes from the Unit.

Notwithstanding the above, no parking unit shall include:

- (a) Any concrete floor slab, load bearing partition columns, structural member or load bearing partitions contained within the unit.
- (b) Any pipe, wire, cable, conduit, duct, shaft or public utility line used for power, gas, cable television, water, security systems or drainage which is located within the unit and provides such service or utility to another unit or units, or common elements but the unit shall include all fixtures, outlets, or other facilities with respect to any such services or utilities which are located within the boundaries of the unit and which services the unit only, including the air conditioning, heating and ventilation equipment and all fixtures and pipes leading from the shutoff valve located on the main riser which services the heating and air conditioning equipment.

3. BOUNDARIES OF THE CAR WASH UNIT AND BOILER UNIT

Horizontal:

- (a) The upper surface and plane of the asphalt paving and/or concrete floor slab on which such Unit rests.
- (b) The unit side exterior surfaces of the fire hose cabinet (excluding the cabinet from the unit)
- (c) The unit side exterior surface of the heat exchangers and their projections (excluding the heaters from the Unit)
- (d) The exterior or unit side drywall surface above the upper surface of the concrete garage floor slab. (The drywall ceiling of the Unit)

Vertical:

- (a) The unit side surface and plane of concrete columns and/or walls and production .
- (b) The vertical plane established by measurement.
- (c) The unit side exterior surface of the firehose cabinet therefore excluding the cabinets from the Unit.
- (d) The unit side exterior surface of the heat exchangers and the cabinet projections excluding the heaters from the Unit;
- (e) Exterior surface of metal pipes providing ancillary drains for the sprinkler system excluding the pipes from the Unit.

Notwithstanding the above, the car wash unit and the boiler unit shall not include:

- (a) Any concrete floor slab, load bearing partition columns, structural member or load bearing partitions contained within the unit.
- (b) Any pipe, wire, cable, conduit, duct, shaft or public utility line used for power, gas, cable television, water, security systems or drainage which is located within the unit and provides such service or utility to another unit or units, or common elements but the unit shall include all fixtures, outlets, or other facilities with respect to any such services or utilities which are located within the boundaries of the unit and which services the unit only, including the air conditioning, heating and ventilation equipment and all fixtures and pipes leading from the shutoff valve located on the main riser which services the heating and air conditioning equipment.

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

DASHA PAGE, O.L.S.
MACKAY, MACKAY & PETERS LIMITED
Ontario Land Surveyors

SCHEDULE "D"

TO THE DECLARATION OF ABBEY OAKS DEVELOPMENTS INC.

PHASE III RESIDENTIAL UNITS		PROPORTION OF COMMON INTEREST AND CONTRIBUTION TO COMMON EXPENSES (EXPRESSED IN PERCENTAGES)
<u>UNIT</u>	<u>LEVEL</u>	
01	1	0.7334%
02	1	0.7334%
03	1	0.4501%
04	1	0.4631%
05	1	0.6227%
06	1	0.6418%
07	1	0.6227%
08	1	0.6418%
09	1	0.4501%
10	1	0.7334%
11	1	0.8930%
12	1	0.9721%
13	1	0.4501%
14	1	0.4631%
15	1	0.7334%
16	1	0.7334%
17	1	0.7334%
18	1	0.7334%
19	1	0.4501%
20	1	0.4631%
21	1	0.6514%
22	1	0.6418%
23	1	0.6514%
24	1	0.6418%
25	1	0.4501%
26	1	0.7334%
27	1	0.8930%
28	1	0.9506%
29	1	0.4501%
30	1	0.4631%
31	1	0.7334%
32	1	0.7334%
01	2	0.7284%
02	2	0.7284%
03	2	0.5235%
04	2	0.4602%
05	2	0.6177%
06	2	0.6389%
07	2	0.6177%
08	2	0.6389%
09	2	0.5235%
10	2	0.7284%
11	2	0.8916%
12	2	0.9693%
13	2	0.5235%
14	2	0.4602%
15	2	0.7284%
16	2	0.7284%
17	2	0.7284%
18	2	0.7284%
19	2	0.5235%
20	2	0.4602%
21	2	0.6479%
22	2	0.6389%
23	2	0.6479%
24	2	0.6389%
25	2	<u>0.5235%</u>
		<u>36.7557%</u>
BALANCE CARRIED FORWARD:		36.7557%

**PHASE III
RESIDENTIAL UNITS**

**PROPORTION OF COMMON INTEREST
AND CONTRIBUTION TO COMMON EXPENSES
(EXPRESSED IN PERCENTAGES)**

<u>UNIT</u>	<u>LEVEL</u>		
		BALANCE FORWARDED:	36.7557%
26	2	0.7284%	
27	2	0.8916%	
28	2	0.9441%	
29	2	0.5235%	
30	2	0.4602%	
31	2	0.7284%	
32	2	0.7284%	
01	3	0.7284%	
02	3	0.7284%	
03	3	0.5235%	
04	3	0.4602%	
05	3	0.6177%	
06	3	0.6389%	
07	3	0.6177%	
08	3	0.6389%	
09	3	0.5235%	
10	3	0.7284%	
11	3	0.8916%	
12	3	0.9693%	
13	3	0.5235%	
14	3	0.4602%	
15	3	0.7284%	
16	3	0.7284%	
17	3	0.7284%	
18	3	0.7284%	
19	3	0.5235%	
20	3	0.4602%	
21	3	0.6479%	
22	3	0.6389%	
23	3	0.6479%	
24	3	0.6389%	
25	3	0.5235%	
26	3	0.7284%	
27	3	0.8916%	
28	3	0.9441%	
29	3	0.5235%	
30	3	0.4602%	
31	3	0.7284%	
32	3	0.7284%	
01	4	0.7284%	
02	4	0.7284%	
03	4	0.5235%	
04	4	0.4602%	
05	4	0.6177%	
06	4	0.6389%	
07	4	0.6177%	
08	4	0.6389%	
09	4	0.5235%	
10	4	0.7284%	
11	4	0.8916%	
12	4	0.9693%	
13	4	0.5235%	
14	4	0.4602%	
15	4	0.7284%	
16	4	0.7284%	
17	4	0.7284%	
18	4	0.7284%	
19	4	0.5235%	
20	4	<u>0.4602%</u>	
			<u>39.0013%</u>
		BALANCE CARRIED FORWARD:	75.7570%

**PHASE III
RESIDENTIAL UNITS**

**PROPORTION OF COMMON INTEREST
AND CONTRIBUTION TO COMMON EXPENSES
(EXPRESSED IN PERCENTAGES)**

<u>UNIT</u>	<u>LEVEL</u>	
		BALANCE FORWARDED: 75.7570%
21	4	0.6479%
22	4	0.6389%
23	4	0.6479%
24	4	0.6389%
25	4	0.5235%
26	4	0.7284%
27	4	0.8916%
28	4	0.9441%
29	4	0.5235%
30	4	0.4602%
31	4	0.7284%
32	4	0.7284%

**PHASE III
PARKING, BOILER &
CAR WASH UNITS**

1	A	0.2063%
2	A	0.1294%
3	A	0.1294%
4	A	0.1390%
5	A	0.1390%
6	A	0.1294%
7	A	0.1294%
8	A	0.1294%
9	A	0.1294%
10	A	0.2037%
11	A	0.1294%
12	A	0.1294%
13	A	0.1379%
14	A	0.1294%
15	A	0.1941%
16	A	0.1294%
17	A	0.1294%
18	A	0.1294%
19	A	0.1294%
20	A	0.1294%
21	A	0.1294%
22	A	0.1294%
23	A	0.1294%
24	A	0.1294%
25	A	0.1294%
26	A	0.1294%
27	A	0.1294%
28	A	0.1294%
29	A	0.1294%
30	A	0.1294%
31	A	0.1294%
32	A	0.1294%
33	A	0.1294%
34	A	0.1294%
35	A	0.1294%
36	A	0.1294%
37	A	0.1294%
38	A	0.1294%
39	A	0.1294%
40	A	0.2087%
41	A	0.1294%
42	A	<u>0.1294%</u>
		13.8594%
		BALANCE CARRIED FORWARD: 89.6164%

**PHASE III
PARKING, BOILER &
CAR WASH UNITS**

**PROPORTION OF COMMON INTEREST
AND CONTRIBUTION TO COMMON EXPENSES
(EXPRESSED IN PERCENTAGES)**

<u>UNIT</u>	<u>LEVEL</u>		
		BALANCE FORWARDED:	89.6164%
43	A	0.1390%	
44	A	0.1390%	
45	A	0.1294%	
46	A	0.1294%	
47	A	0.1294%	
48	A	0.1294%	
49	A	0.2037%	
50	A	0.1294%	
51	A	0.1313%	
52	A	0.1379%	
53	A	0.1294%	
54	A	0.1941%	
55	A	0.1294%	
56	A	0.1294%	
57	A	0.1294%	
58	A	0.1294%	
59	A	0.1294%	
60	A	0.1294%	
61	A	0.1294%	
62	A	0.1294%	
63	A	0.1294%	
64	A	0.1294%	
65	A	0.1582%	
66	A	0.1582%	
67	A	0.1355%	
68	A	0.1355%	
69	A	0.1355%	
70	A	0.1355%	
71	A	0.1294%	
72	A	0.1294%	
73	A	0.1294%	
74	A	0.1294%	
75	A	0.1294%	
76	A	0.1294%	
77	A	0.1294%	
78	A	0.1294%	
79	A	0.1319%	
80	A	0.1518%	
81	A	0.2037%	
82	A	0.1294%	
83	A	0.1294%	
84	A	0.1294%	
85	A	0.1294%	
86	A	0.1390%	
87	A	0.1390%	
88	A	0.1294%	
89	A	0.1294%	
90	A	0.2087%	
91	A	0.1294%	
92	A	0.1582%	
93	A	0.1379%	
94	A	0.1294%	
95	A	0.1294%	
96	A	0.1294%	
97	A	0.1294%	
98	A	0.1294%	
99	A	0.1294%	
100	A	0.1294%	
101	A	<u>0.1294%</u>	
			<u>8.1202%</u>
		BALANCE CARRIED FORWARD:	97.7366%

Abbey Oaks \ Offers & Disclosures \ Phase III \ Abbey Phs III Sch D - Reg. Declaration - Mar 31-04.xls

**PARKING, BOILER &
CAR WASH UNITS**

**PROPORTION OF COMMON INTEREST
AND CONTRIBUTION TO COMMON EXPENSES
(EXPRESSED IN PERCENTAGES)**

<u>UNIT</u>	<u>LEVEL</u>		
BALANCE FORWARDED:			97.7366%
102	A	0.1294%	
103	A	0.1294%	
104	A	0.1294%	
105	A	0.1294%	
106	A	0.1294%	
107	A	0.1518%	
108	A	0.2037%	
109	A	0.1294%	
110	A	0.1294%	
111	A	0.1294%	
112	A	0.1294%	
113	A	0.1390%	
114	A	0.1390%	
115	A	0.1294%	
116	A	0.1294%	
117	A	0.2063%	
118	A	0.0001%	
119	A	<u>0.0001%</u>	
			<u>2.2634%</u>
TOTAL:			<u>100.0000%</u>

ABBNEY OAKS DEVELOPMENTS INC. HEREBY CONFIRMS THE PERCENTAGES AND CALCULATIONS HEREIN, THIS 8th DAY OF April 2004.

BAKER, SCHNEIDER, RUGGIERO, LLP

Per: 
DAVID R. SPENCER

SCHEDULE "E"

TO THE DECLARATION OF ABBEY OAKS DEVELOPMENTS INC.

SPECIFICATIONS OF COMMON EXPENSES

- a) All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws (and any agreements authorized by any of the by-laws) or the rules of the Corporation.
- b) All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation for the purposes of determining the amount of insurance to be effected.
- c) All sums of money payable for:
- i) gas, water and electricity directly serving and benefitting the units and common elements only, **but excluding any utility or service (including without limitation, hydro-electric, gas and water services) billed to the individual unit owner and/or unit, either by a municipal authority or commission, utility company or private company or by the condominium corporation pursuant to a reading from a private consumption meter as set out in the declaration.**
 - ii) waste disposal, unless such service is provided by the municipality;
 - iii) maintenance materials, tools and supplies; and
 - iv) landscaping and snow removal services for all non-exclusive and exclusive use common element areas at grade, including all hard and soft landscaping areas, driveways, walkways etc., gardens but excluding any exclusive use balconies or patios.
- d) All sums of money required by the Corporation for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements, including the costs of any reserve fund study carried out by a qualified third party consultant from time to time;
- e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.
- f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of the common elements and assets of the Corporation.
- h) All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- i) All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until and unless such time as such taxes are levied against the individual units).
- j) The fees and disbursements of the Insurance Trustee.
- k) All expenses incurred by the Corporation in having to comply with the duties set forth in the declaration, as well as all expenses incurred by the Corporation in the course of enforcing any of the provisions of the declaration, by-laws and rules of the Corporation from time to time (including all agreements authorized by any by-laws), and effecting compliance therewith by all unit owners and their respective residents, tenants, licensees and/or invitees.
- l) All sums of monies payable in respect of the Abbey Oaks Shared Facilities Costs.
- m) All sums of monies payable in respect of the Condominium C and D Shared Facilities Costs.
- n) All sums of money paid or payable by the Corporation in order to comply with the terms and provisions of the Outstanding Municipal Agreements (as defined in the declaration).

- o) All deductible amounts paid by the Corporation under its policies of insurance, not recovered from a unit owner.
- p) All monies expended in appealing any assessment of the units in the Condominium.
- q) All sums of money paid or payable or incurred by the Corporation in connection with any borrowing by the Corporation or required in connection with the Corporation granting any security which it is authorized to give under this declaration, its by-laws and/or the Act.

SCHEDULE "F"

TO THE DECLARATION OF ABBEY OAKS DEVELOPMENTS INC.

DESIGNATION OF EXCLUSIVE USE OF COMMON ELEMENTS

Subject to the provisions of the Act, the Declaration, the By-Laws and Rules and Regulations passed pursuant thereto:

- The owners of certain residential units will have exclusive use of balcony/patio areas set forth as follows:

<u>Exclusive Balcony/Patio Space</u>	<u>Residential Unit</u>	<u>Level</u>
B1	1	1
B2	2	1
B3	3	1
B4	4	1
B5	5	1
B6	6	1
B7	7	1
B8	8	1
B9	9	1
B10	10	1
B11	11	1
B12	12	1
B13	13	1
B14	14	1
B15	15	1
B16	16	1
B17	17	1
B18	18	1
B19	19	1
B20	20	1
B21	21	1
B22	22	1
B23	23	1
B24	24	1
B25	25	1
B26	26	1
B27	27	1
B28	28	1
B29	29	1
B30	30	1
B31	31	1
B32	32	1
B33	1	2
B34	2	2
B35	3	2
B36	4	2
B37	5	2
B38	6	2
B39	7	2
B40	8	2
B41	9	2
B42	10	2
B43	11	2
B44	12	2
B45	13	2
B46	14	2
B47	15	2
B48	16	2
B49	17	2
B50	18	2

<u>Exclusive Balcony/Patio Space</u>	<u>Residential Unit</u>	<u>Level</u>
B51	19	2
B52	20	2
B53	21	2
B54	22	2
B55	23	2
B56	24	2
B57	25	2
B58	26	2
B59	27	2
B60	28	2
B61	29	2
B62	30	2
B63	31	2
B64	32	2
B65	1	3
B66	2	3
B67	3	3
B68	4	3
B69	5	3
B70	6	3
B71	7	3
B72	8	3
B73	9	3
B74	10	3
B75	11	3
B76	12	3
B77	13	3
B78	14	3
B79	15	3
B80	16	3
B81	17	3
B82	18	3
B83	19	3
B84	20	3
B85	21	3
B86	22	3
B87	23	3
B88	24	3
B89	25	3
B90	26	3
B91	27	3
B92	28	3
B93	29	3
B94	30	3
B95	31	3
B96	32	3
B97	1	4
B98	2	4
B99	3	4
B100	4	4
B101	5	4
B102	6	4
B103	7	4
B104	8	4
B105	9	4
B106	10	4
B107	11	4
B108	12	4
B109	13	4
B110	14	4
B111	15	4

<u>Exclusive Balcony/Patio Space</u>	<u>Residential Unit</u>	<u>Level</u>
B112	16	4
B113	17	4
B114	18	4
B115	19	4
B116	20	4
B117	21	4
B118	22	4
B119	23	4
B120	24	4
B121	25	4
B122	26	4
B123	27	4
B124	28	4
B125	29	4
B126	30	4
B127	31	4
B128	32	4

2. The owners of certain residential units will have exclusive use of exterior parking spaces set forth as follows:

<u>Exclusive Parking Space</u>	<u>Residential Unit</u>	<u>Level</u>
P1	8	4
P2	8	3
P3	8	2
P4	8	1
P5	6	4
P6	6	3
P7	6	2
P8	6	1
P9	24	1
P10	24	2
P11	24	3
P12	24	4
P13	22	1
P14	22	2
P15	22	3
P16	22	4

3. The owners of certain residential units will have exclusive use of locker spaces set forth as follows:

<u>Exclusive Locker Space</u>	<u>Residential Unit</u>	<u>Level</u>
L1	6	1
L2	8	1
L3	4	2
L4	6	2
L5	8	2
L6	14	2
L7	4	3
L8	6	3
L9	8	3

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<u>Exclusive Locker Space</u>	<u>Residential Unit</u>	<u>Level</u>
L10	14	3
L11	6	4
L12	8	4
L13	1	1
L14	2	1
L15	3	1
L16	4	1
L17	5	1
L18	7	1
L19	9	1
L20	10	1
L21	11	1
L22	12	1
L23	13	1
L24	14	1
L25	15	1
L26	16	1
L27	1	2
L28	2	2
L29	3	2
L30	5	2
L31	7	2
L32	9	2
L33	10	2
L34	11	2
L35	12	2
L36	13	2
L37	15	2
L38	16	2
L39	1	3
L40	2	3
L41	3	3
L42	5	3
L43	7	3
L44	9	3
L45	10	3
L46	11	3
L47	12	3
L48	13	3
L49	15	3
L50	16	3
L51	1	4
L52	2	4
L53	3	4
L54	4	4
L55	5	4
L56	7	4
L57	9	4
L58	10	4
L59	11	4
L60	12	4
L61	13	4
L62	14	4
L63	15	4
L64	16	4
L65	17	1
L66	18	1
L67	19	1
L68	20	1
L69	21	1
L70	23	1

<u>Exclusive Locker Space</u>	<u>Residential Unit</u>	<u>Level</u>
L71	25	1
L72	26	1
L73	27	1
L74	28	1
L75	29	1
L76	30	1
L77	31	1
L78	32	1
L79	17	2
L80	18	2
L81	19	2
L82	21	2
L83	23	2
L84	25	2
L85	26	2
L86	27	2
L87	28	2
L88	29	2
L89	31	2
L90	32	2
L91	17	3
L92	22	1
L93	24	1
L94	20	2
L95	22	2
L96	24	2
L97	30	2
L98	20	3
L99	22	3
L100	24	3
L101	30	3
L102	22	4
L103	24	4
L104	18	3
L105	19	3
L106	21	3
L107	23	3
L108	25	3
L109	26	3
L110	27	3
L111	28	3
L112	29	3
L113	31	3
L114	32	3
L115	17	4
L116	18	4
L117	19	4
L118	20	4
L119	21	4
L120	23	4
L121	25	4
L122	26	4
L123	27	4
L124	28	4
L125	29	4
L126	30	4
L127	31	4
L128	32	4

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SCHEDULE "G"

TO THE DECLARATION OF ABBEY OAKS DEVELOPMENTS INC.

PHASE III: 1490 AND 1480 BISHOPS GATE, OAKVILLE, ONTARIO

CERTIFICATE OF AN ENGINEER / ARCHITECT

I certify that:

Each building on the property

OR

Each building on the land included in the phase *(In the case of an amendment to the declaration creating a phase)*

has been constructed in accordance with the regulations made under the Condominium Act, 1998, with respect to the following matters:

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
OR
 There are no underground garages.
5. All elevating devices as defined in the Elevating Devices Act are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.
OR
 There are no elevating devices as defined in the Elevating Devices Act, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
OR
 There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.

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

OR

There are no indoor and outdoor swimming pools.

11 Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 1 day of APRIL, 2004.

Myron Karp
(signature)

MYRON KARP
(print name)

Architect

Professional Engineer

SCHEDULE "G"

TO THE DECLARATION OF ABBEY OAKS DEVELOPMENTS INC.

PHASE III: 1490 AND 1480 BISHOPS GATE, OAKVILLE, ONTARIO

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There are no installations with respect to the provision of air conditioning.

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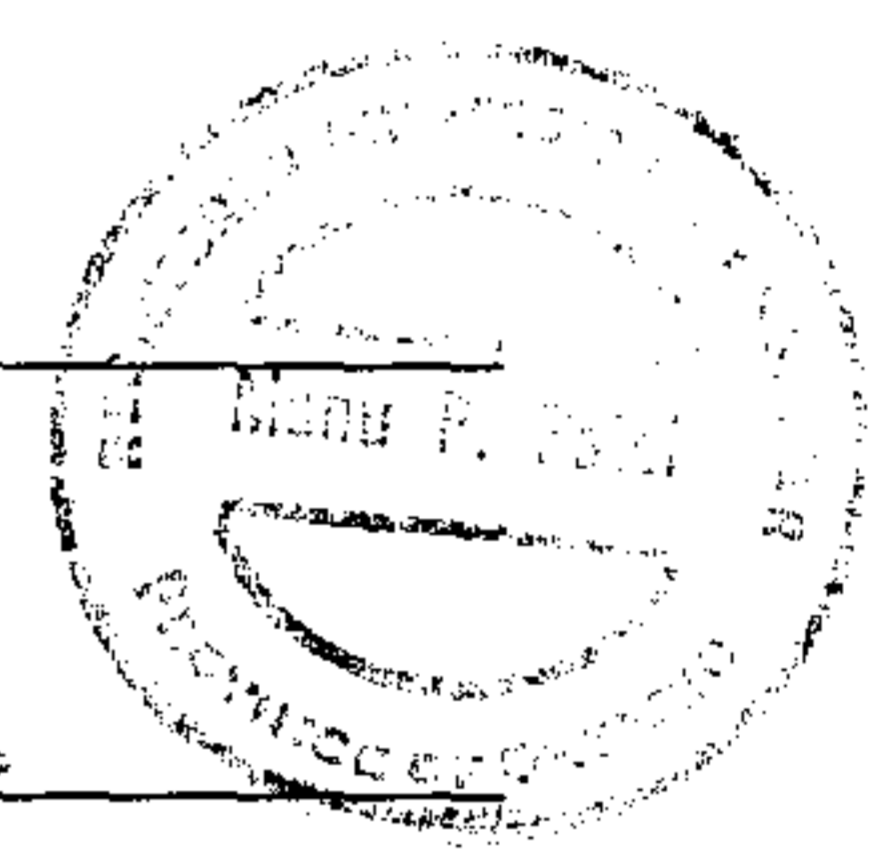
OR

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11 Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 1 day of APRIL, 2004.

(signature) 



(print name) M. PATEL

- Architect
- Professional Engineer