

Properties

<i>PIN</i>	07977 - 0001 LT
<i>Description</i>	UNIT 1, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2222 MARINE DR OAKVILLE
<i>PIN</i>	07977 - 0002 LT
<i>Description</i>	UNIT 2, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2224 MARINE DRIVE OAKVILLE
<i>PIN</i>	07977 - 0003 LT
<i>Description</i>	UNIT 3, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2226 MARINE DR OAKVILLE
<i>PIN</i>	07977 - 0004 LT
<i>Description</i>	UNIT 4, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2228 MARINE DRIVE OAKVILLE
<i>PIN</i>	07977 - 0005 LT
<i>Description</i>	UNIT 5, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2230 MARINE DRIVE OAKVILLE
<i>PIN</i>	07977 - 0006 LT
<i>Description</i>	UNIT 6, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2232 MARINE DRIVE OAKVILLE
<i>PIN</i>	07977 - 0007 LT
<i>Description</i>	UNIT 7, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2234 MARINE DR OAKVILLE
<i>PIN</i>	07977 - 0008 LT
<i>Description</i>	UNIT 8, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287; TOWN OF OAKVILLE
<i>Address</i>	2236 MARINE DRIVE OAKVILLE
<i>PIN</i>	07977 - 0009 LT
<i>Description</i>	UNIT 9, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ;; TOWN OF OAKVILLE
<i>Address</i>	2238 MARINE DR OAKVILLE
<i>PIN</i>	07977 - 0010 LT
<i>Description</i>	UNIT 10, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	10 SUITE 2240 MARINE DRIVE OAKVILLE
<i>PIN</i>	07977 - 0011 LT
<i>Description</i>	UNIT 11, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	11 UNIT

Properties

2242 MARINE DRIVE
OAKVILLE

PIN 07977 - 0013 LT

Description UNIT 13, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287; TOWN OF OAKVILLE

Address 13 UNIT
2246 MARINE DR
OAKVILLE

PIN 07977 - 0014 LT

Description UNIT 14, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 2248 MARINE DR
OAKVILLE

PIN 07977 - 0015 LT

Description UNIT 15, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 2250 MARINE DRIVE
OAKVILLE

PIN 07977 - 0016 LT

Description UNIT 16, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287; TOWN OF OAKVILLE

Address 16
2252 MARINE DRIVE
OAKVILLE

PIN 07977 - 0017 LT

Description UNIT 17, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 2254 MARINE DR
OAKVILLE

PIN 07977 - 0018 LT

Description UNIT 18, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 2276 MARINE DR
OAKVILLE

PIN 07977 - 0019 LT

Description UNIT 19, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE ;

Address 2278 MARINE DRIVE
OAKVILLE

PIN 07977 - 0020 LT

Description UNIT 20, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 2280 MARINE DRIVE
OAKVILLE

PIN 07977 - 0021 LT

Description UNIT 21, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 2282 MARINE DRIVE
OAKVILLE

PIN 07977 - 0022 LT

Description UNIT 22, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 2284 MARINE DR
OAKVILLE

PIN 07977 - 0023 LT

Properties

<i>Description</i>	UNIT 23, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287.; TOWN OF OAKVILLE
<i>Address</i>	2286 MARINE DR OAKVILLE
<i>PIN</i>	07977 - 0024 LT
<i>Description</i>	UNIT 24, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287.; TOWN OF OAKVILLE
<i>Address</i>	2288 MARINE DR OAKVILLE
<i>PIN</i>	07977 - 0025 LT
<i>Description</i>	UNIT 25, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2274 MARINE DR OAKVILLE
<i>PIN</i>	07977 - 0026 LT
<i>Description</i>	UNIT 26, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2272 MARINE DRIVE OAKVILLE
<i>PIN</i>	07977 - 0027 LT
<i>Description</i>	UNIT 27, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2270 MARINE DR OAKVILLE
<i>PIN</i>	07977 - 0028 LT
<i>Description</i>	UNIT 28, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2268 MARINE DR OAKVILLE
<i>PIN</i>	07977 - 0029 LT
<i>Description</i>	UNIT 29, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2266 MARINE DRIVE OAKVILLE
<i>PIN</i>	07977 - 0030 LT
<i>Description</i>	UNIT 30, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2264 MARINE DRIVE OAKVILLE
<i>PIN</i>	07977 - 0031 LT
<i>Description</i>	UNIT 31, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	31 2262 MARINE DR OAKVILLE
<i>PIN</i>	07977 - 0032 LT
<i>Description</i>	UNIT 32, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	2260 MARINE DRIVE OAKVILLE
<i>PIN</i>	07977 - 0033 LT
<i>Description</i>	UNIT 33, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE
<i>Address</i>	33 UNIT 31 EAST STREET

Properties

OAKVILLE

PIN 07977 - 0034 LT

Description UNIT 34, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 29 EAST STREET
OAKVILLE

PIN 07977 - 0035 LT

Description UNIT 35, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 27 EAST STREET
OAKVILLE

PIN 07977 - 0036 LT

Description UNIT 36, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 25 EAST ST
OAKVILLE

PIN 07977 - 0037 LT

Description UNIT 37, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 23 EAST STREET
OAKVILLE

PIN 07977 - 0038 LT

Description UNIT 38, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 21 EAST STREET
OAKVILLE

PIN 07977 - 0039 LT

Description UNIT 39, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 19 EAST ST
OAKVILLE

PIN 07977 - 0040 LT

Description UNIT 40, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 17 EAST STREET
OAKVILLE

PIN 07977 - 0041 LT

Description UNIT 41, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 15 EAST STREET
OAKVILLE

PIN 07977 - 0042 LT

Description UNIT 42, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 42 UNIT
13 EAST STREET
OAKVILLE

PIN 07977 - 0043 LT

Description UNIT 43, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; TOWN OF OAKVILLE

Address 11 EAST ST
OAKVILLE

PIN 07977 - 0044 LT

Description UNIT 44, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF

Properties

DECLARATION H110287 ; OAKVILLE

Address 9 EAST ST
OAKVILLE

PIN 07977 - 0045 LT

Description UNIT 45, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 7 EAST STREET
OAKVILLE

PIN 07977 - 0046 LT

Description UNIT 46, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 5 EAST ST
OAKVILLE

PIN 07977 - 0047 LT

Description UNIT 47, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 3 EAST ST
OAKVILLE

PIN 07977 - 0048 LT

Description UNIT 48, LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78 ; LTS 125, 126, 126A, 127, 130 AND PT LTS 128 & 129 PL M8, PTS 1 & 2 20R3250, AS IN SCHEDULE 'A' OF DECLARATION H110287 ; OAKVILLE

Address 1 EAST STREET
OAKVILLE

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name HALTON CONDOMINIUM CORPORATION NO. 78

Address for Service c/o Central Erin Property Management
151 Randal Street
Oakville, ON L6J 1P5
Attention: Property Manager

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Sarah Butler 1 Hunter St. E., Suite 200 acting for Signed 2022 11 16
Hamilton Applicant(s)
L8N 3W1

Tel 905-528-8411

Fax 905-528-9008

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

Submitted By

SIMPSON WIGLE LAW LLP 1 Hunter St. E., Suite 200
Hamilton
L8N 3W1

2022 11 16

Submitted By

Tel 905-528-8411
Fax 905-528-9008

Fees/Taxes/Payment

Statutory Registration Fee	\$69.00
Total Paid	\$69.00

File Number

Applicant Client File Number : MAT82022

AGREEMENT
SECTION 98, CONDOMINIUM ACT 1998

RE: ALL UNITS LISTED IN SCHEDULE "B" ALL ON LEVEL 1, HALTON CONDOMINIUM PLAN NO. 78, (the "Unit" or "Units").

B E T W E E N:

THE UNIT OWNERS LISTED IN SCHEDULE "B"
(hereinafter called individually the "Unit Owner" and collectively the "Unit Owners")

- and -

HALTON CONDOMINIUM CORPORATION NO. 78
(hereinafter called the "Corporation")

WHEREAS the Unit Owners have requested the consent of the Board of Directors to make improvements to the common elements and/or their Units, which are more specifically described in Schedule "A" attached hereto (hereinafter collectively called the "Improvements").

AND WHEREAS the Board of Directors of the Corporation has given its consent to the Improvements in accordance with the provisions of Section 98 of *the Condominium Act 1998*, (the "**Act**") subject to conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Corporation's consent to the Improvements and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Unit Owners shall comply with all conditions of installation and completion for the Improvements imposed by the Board of Directors including those set out in Schedule "A" and complete the Improvements in a workmanlike and expeditious manner.
2. The Unit Owners shall comply with all laws, regulations, and zoning by-laws applicable to the Improvements in relation to their installation, use, maintenance and removal and obtain all necessary permits as may be required to make the Improvements.
3. The ownership of the Improvements shall at all times remain with the owner(s), from time to time, of the Unit which benefits from the Improvements. The Improvements shall not be considered as being a fixture or part of the common elements.
4. In the event that a Unit Owner fails to maintain and repair the Improvements in accordance with the conditions imposed herein, the Corporation may cause them to be maintained or repaired and charge the cost of that to the Unit Owner or, at the sole discretion of the Board of Directors, order the removal of the Improvements or any part thereof at the Unit Owner's sole expense.
5.
 - (a) In the event that a Unit Owner fails to comply with an order by the Corporation to remove the Improvements or any portion thereof within fifteen (15) days of receiving written notice to do so from the Corporation, the Corporation, or agents, may undertake the said removal and the Unit Owner consents herein to the removal.
 - (b) In the event that the Corporation removes the Improvements, pursuant to paragraph 5(a) or any portion thereof, for whatever reason, no member of the Board of Directors, the property manager, the Corporation or its agents and employees shall be responsible for any inconvenience, loss, cost or damage which the Unit Owner may suffer.
6. In the event the Improvements obstruct access by the Corporation, its management, employees or agents to any part of the common elements or units, the Unit Owners agree and consent that the Corporation shall be allowed access through, on or over the Improvements in order to carry out the duties and

obligations imposed upon the Corporation by the *Act*, and its Declaration, By-Laws and Rules, provided further that:


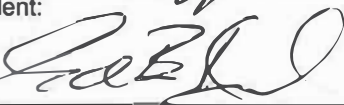
- (a) In the event that it is necessary to move, remove or dismantle the Improvements in order to allow the Corporation to carry out its duties the Unit Owner shall do so at the Unit Owner's sole cost failing which the Corporation shall be entitled to move, remove or dismantle the Improvements. The Unit Owner shall be responsible for the subsequent replacement and/or reconstruction of the Improvements at the Unit Owner's own cost.
 - (b) Any additional costs incurred by the Corporation by reason of having to access, move, remove or dismantle the Improvements shall be paid by the Unit Owner as an additional common expense for the Unit.
 - (c) The Corporation undertakes to provide at least forty-eight (48) hours notice of a request for access through, on or over the Improvements or to their removal or dismantling pursuant to this provision except in an emergency as determined by the Corporation. The Unit Owners may not unreasonably obstruct or interfere with such access by the Corporation or its representatives and shall co-operate fully with the Corporation and its representatives with regard to such access.
7. In event that a Mechanics/Construction Lien is registered against the Unit(s) and common elements of the Corporation as a result of an Improvement made by an owner, that owner shall immediately remove said Lien, failing which the Corporation may, at its option, obtain a discharge of the Lien by paying the amount claimed under the Lien into court, by posting a bond or by any other method available to it and such payment and such other costs as are incurred by the Corporation in so doing including all legal costs and disbursements determined on a solicitor and his own client basis, shall be borne solely by the Unit Owner and shall be an additional common expense for the Unit.
 8. The Unit Owners shall be responsible for the payment of any legal costs incurred by the Corporation in relation to this agreement and understand that this Agreement shall be registered against the title to their Units by the Corporation at the Unit Owner's expense. Upon the termination of this Agreement the Unit Owners shall be responsible for the cost of discharging or removing this agreement from title to their Unit.
 9. The Unit Owners understand that this Agreement shall be noted in any status certificate issued by the Corporation with respect to their Units and will be included as a schedule to the said certificate.
 10. Should the Unit Owners choose to commence the Improvements as may be contemplated by this Agreement, or have completed them, prior to receiving the consent of the Corporation, such Improvements shall have been made at the Unit Owner's own risk and in the event the consent of the Corporation or of the Unit Owners pursuant to section 98 of the *Act* is not obtained for the Improvements, the Unit Owner shall immediately remove the Improvements and return the common elements affected by the Improvements to their original state at the Unit Owner's sole expense failing which the provisions of this agreement shall apply in the same manner as if the Corporation had ordered the removal of the Improvements pursuant to its rights herein.
 11. A Unit Owner shall reimburse the Corporation for any increase in the premiums for insurance coverage for the Corporation or for any deductible paid by the Corporation under its insurance policies resulting from the Improvements and such costs shall be an additional common expense of the Unit. The Unit Owners are responsible for obtaining and maintaining insurance coverage, including liability insurance, for the Improvements at the Unit Owner's own expense. A copy of such policy shall be provided to the Corporation upon request within twenty-one, (21) days of such request.
 12. (a) Each Unit Owner shall indemnify and save harmless the Corporation, its Board of Directors, its Property Manager, its agents and employees from all losses, damages, and costs, (including legal costs, disbursements and applicable HST, determined on a solicitor and client basis), resulting from

- any obligation to be performed by the Unit Owner, any breach by the Unit Owner of the terms of this Agreement, or any claim, suit or other proceeding, whatsoever made as result of the Improvements, and such losses damages, and costs shall be additional common expenses for the Unit and the Unit Owner understands that payment of such additional common expenses can be enforced by the registration of a lien against the Unit.
- (b) The Corporation shall indemnify and save harmless the Unit Owners from all losses, damages and costs, (including legal costs and disbursements, and applicable HST, determined on a solicitor and client basis), resulting from any obligation to be performed by the Corporation under this Agreement, any breach by it of the terms of this Agreement, or any claim, suit or other proceeding, whatsoever made in relation to the Corporation's obligations in respect of the Improvements.
 - (c) Each Unit Owner hereby waives any claim whatsoever that the Unit Owner may have against the Corporation, its Board of Directors, Manager agent's or employees as may arise by reason of any injury or death to their person or damage to their property caused or resulting from the Improvements.
13. During the term of this Agreement the Unit Owners shall be responsible for any maintenance, replacement, removal and/or repairs to the Improvements at the Unit Owner's sole expense except as may have been otherwise agreed to herein. The Unit Owners shall also be responsible for any damage or injury to the common elements, their Unit, the other units or to other Unit Owners, their tenants, guests and invitees and their property which are caused by the Improvements or any failure to maintain, repair, replace or remove the Improvements.
 14. In the event that a disagreement arises between the Corporation and a Unit Owner with respect to the application of this Agreement or any part of it the disputing party shall provide written notice to the other of the dispute. If the parties cannot resolve the matter equitably within ten (10) days of the issuance of notice of the disagreement the matter shall be referred to mediation in accordance with section 132 of the *Act*. In the event the matter is referred to mediation the parties shall be bound by the mediation provisions found in the by-laws of the Corporation, if any.
 15. It is understood and agreed by the parties that this Agreement extends to all of those Improvements listed in Schedule "A" and those Improvements that are not listed in Schedule "A" but have been approved by the Board of Directors, in writing, that a Unit Owner or a previous owner of their unit may have made prior to the effective date of this Agreement or they or subsequent owners of the Unit may make, now or in the future.
 16. If any term, covenant or condition of this Agreement or the application thereof to any person shall to any extent become invalid or unenforceable, the remainder of this Agreement or the application of such covenant or condition to persons other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. No waiver or condonation of any breach of this Agreement shall operate to prevent the Corporation or a Unit Owner from insisting on its rights with respect to any future breach of the same term of this Agreement, any other or continued breach of this Agreement. Time shall be of the essence in this Agreement in the performance of the duties of the Unit Owners and the Corporation.
 17. Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine genders, and words importing persons shall include firms, and Corporations and vice versa.
 18. This Agreement shall enure to the benefit of and be binding on the heirs, executors, administrators, successors and assigns of the parties respectively.
 19. As of the date of this Agreement, the Unit Owner is not a spouse or if the Unit Owner is a spouse the Unit Owner's spouse hereby consents to this Agreement.

20. The Unit Owner acknowledges and agrees that SimpsonWigle Law LLP will be registering this agreement on title to the Unit as agent for the Unit Owner but has not provided any legal advice to the Unit Owner in regards to it. The Unit Owner acknowledges and agrees that they have either had the opportunity to receive their own independent legal advice relative to this agreement or have waived their right to obtain same.

IN WITNESS WHEREOF the Corporation has affixed its Corporate Seal attested to by the hands of its duly authorized officers, effective the 13th day of September, 2022.

(seal)

) **HALTON CONDOMINIUM**
) **CORPORATION NO. 78**
)
)
) per: 
) President:
)
)
) per: 
) Secretary:
)
) We have authority to bind the Corporation

SCHEDULE "A"

TO AN AGREEMENT dated the 13th day of September, 2022, between the Unit Owners listed in Schedule "B" and Halton Condominium Corporation No. 78.

Prior to making any of the below Permitted Improvements a Unit Owner must:

- (a) notify the Board of Directors of the Corporation in writing of their desire to make one or more of the Improvements listed below and/or such other Improvements that are not listed below, which notice shall contain a description of the Improvement, its proposed location and such other information that the Board of Directors may reasonably require;
- (b) receive the written consent from the Board of Directors; and
- (c) comply with any installation or other policies or rules relating to the improvements in force from time to time.

PERMITTED IMPROVEMENTS

Rear Yard

1. May be comprised of:
 - i. Sod, Interlocking stone, patio stones, ornamental stones, Concrete pad, flagstones, pea gravel, Artificial grass, wooden decking and may be extended to depth of privacy fence.
 - ii. Access to underground services must be maintained.
2. Rear porch light fixtures including sensor, security lights affixed to the building
3. Hot tubs
4. Storage unit not to exceed the height of the rear privacy fence, and no larger than 4 feet x 4 feet
5. Lanterns on inside of fence
6. Flower boxes, flower hangers on fences
7. Retractable Privacy Screens attached to the bottom of the upper deck and stretching downwards as far as the top of the lower level side privacy fence. Length to be not greater than the length of the upper deck side fence. Permissible colours are solid taupe or black.
8. Enclosure for A/C unit, not to exceed the height of the rear privacy fence. Access to gas meter must be preserved.
9. Permanent garden lights
10. Natural gas BBQ
11. Additional hose bibs
12. Permanent garden hose hangers/racks
13. Umbrella tents (seasonally installed and removed)
14. Additional External electrical power outlets
15. Pond/water features & sprinkler system. The placement of the heads should not spray beyond your yard areas
16. Planting of shrubs and perennial plants (no trees)

Front Yard

1. Planting of shrubs and perennial plants (no trees)
2. Expanded flower beds
3. Use of stones, bricks or wood to define garden beds/flowers
4. Permanent garden lights.
5. Additional outdoor electrical outlets
6. Small sitting area at front of unit using interlocking brick or patio stones
7. Pond/water features & sprinkler system. The placement of the heads should not spray beyond your yard areas

Front Entrance Walkways

1. Materials -stone, concrete
2. Colour- match Corporation brick & colour scheme

3. Storm doors - front of unit. Storm door can be full glass door or half. Door must be white with clear glass
4. Phantom Screen systems, frame is white
5. Door hardware (knockers, peepholes, handles, deadbolts), to match the dimensions of the originals. Electronic touch pad locks are permitted. All costs associated with new installation/maintenance is the responsibility of the unit owner
6. Video security camera by front or rear of house (example Nest). Provided that it does not infringe on privacy of others and is focussed only on the exclusive use common elements of the unit
7. Trellis on walls of entrance.
8. Hardware for Hanging Baskets
9. Garage door opener keypad
10. Mailbox is black on front of each unit

Items that penetrate exterior walls/roofs

1. High efficiency furnace
2. Direct vent gas fireplace
3. Central air conditioning
4. Outside vented stove hoods, Microwaves & dryer
 - Standard "dryer style" exterior vent to be used, in commercial brown colour for all vents
 - Location to be a straight run from the internal bulk head through exterior wall
5. 10" or 14" Solar Tubular/Sun Tunnel Skylights to Upper level Landing or Bathroom.
6. Arched or Rectangular Window installations above the doors in the rooms with high ceilings. All costs associated with new installation/maintenance is the responsibility of the unit owner
7. French doors
8. New windows
9. Satellite dishes

Upper level Decks

Dimensions

1. Max width = width of unit= 20 feet
2. Max depth = 12 feet: Must obtain any building permit required by Oakville
3. Side walls - wood only - (privacy fences between neighbours) not to exceed 6 feet in height from unit wall to the 8 feet mark. Beyond 8 feet to the end of the deck no higher than 3'6" or current legal minimum so as not to block neighbours view.
4. Stairs from upper deck to rear yard, with same material requirements
5. Materials -wood and composite
6. Railings must be either Sienna pressure treated wood, cedar, black metal or clear glass panels.
7. Deck Colour- preapproved list of colours chosen by the Board below. Owners may choose to use a different brand of stain but colours must match as close as possible
8. Natural gas BBQ

Colours below are Benjamin Moore:

- Mahogany Flame
- Honey Teak
- Natural
- Amber Wood

Upper Deck Awning

1. Dimensions - 15'4" x 11'10"
2. Colour - Sunbrella 4696
3. Material - solid colour with no pattern
4. Permanent canopy structures are not allowed

Garage Slabs

1. Epoxy finish can be applied to the slab up to the plane of the garage door (it may not extend past the line of the door, ie., not visible when the door is in a closed position).

Such alterations or improvements as may be reasonably required by a Unit Owner to accommodate the needs of a disabled resident, (including the Unit Owner) of the Owner's Unit, provided that such alterations or improvements as may be installed by that Unit Owner must be removed upon the sale of the Unit, at the Unit Owner's expense, unless the new Owner of the Unit notifies the Corporation in writing that they require the alteration or improvements for their, or another resident of the Unit's, own disability.

Such other Improvements which may be approved by the Board of Directors in accordance with the terms of this Agreement, from time to time.

SCHEDULE "B"

TO AN AGREEMENT dated the 13th day of September, 2022, between the Unit Owners listed in Schedule "B" and Halton Condominium Corporation No. 78.

LIST OF OWNERS

PIN			UNIT	LEVEL	OWNER
07977	-	0001	1	1	JOHNSON, PATRICIA ALICE
07977	-	0002	2	1	HAWKINS, PATRICIA YVONNE
07977	-	0003	3	1	DAVIS, GARY DAVID ALEXANDER
07977	-	0004	4	1	GLASGOW, HEIDI CHRISTINE
07977	-	0005	5	1	BEGGS, NANCY
07977	-	0006	6	1	BAILEY, ALAYNE LILLIAN
07977	-	0007	7	1	SAM MCDADI INVESTMENTS INC.
07977	-	0008	8	1	HOWARD, HEATHER MARGARET & BEECHEY, ROBERT WILLIAM
07977	-	0009	9	1	VINCENT, GLENANN
07977	-	0010	10	1	PALLOTTA, ANTHONY & PALLOTTA, EMILY
07977	-	0011	11	1	HAGENBERG, DENISE
07977	-	0013	13	1	DAVEY, CHRISTOPHER GRAHAM & ALDRED, CAROLE MARIETTE
07977	-	0014	14	1	GLOVER, JOHN EDWIN & NOTHOF, RUTH-ANN KATHERINE
07977	-	0015	15	1	GOODBRAND, WILLIAM CAMPBELL & GOODBRAND, ROXANNE HEIDI
07977	-	0016	16	1	WINGER, LORRAINE
07977	-	0017	17	1	SADLER, RICHARD & SADLER, LINDA
07977	-	0018	18	1	RUPAREL, DINESH
07977	-	0019	19	1	STEWART, DOREEN MAY
07977	-	0020	20	1	SMITH, KAREN ANNE
07977	-	0021	21	1	BELFORD, KENNETH
07977	-	0022	22	1	SCOTT, DEBRA
07977	-	0023	23	1	KELLY, STEPHEN & KELLY, VICKI
07977	-	0024	24	1	MCNAMARA, SHAWN & MCNAMARA, LESLIE
07977	-	0025	25	1	KRALL, JAMES & KRALL, BONNIE LYNN
07977	-	0026	26	1	DAKIN, JACKSON MCGUIRE & MAZIARSKI, KATHLEEN MARIA
07977	-	0027	27	1	REMPEL, JOHN EDWARD & REMPEL, SUSAN
07977	-	0028	28	1	SCOVENNA, TANYA CHIARA LORRAINE
07977	-	0029	29	1	LINK, RICHARD GREGORY
07977	-	0030	30	1	SAULEZ, DIANA MARY
07977	-	0031	31	1	GONCZ, MARY
07977	-	0032	32	1	SHAND, JACK
07977	-	0033	33	1	ALBERT, SARI
07977	-	0034	34	1	CARPENTER, BRENDA
07977	-	0035	35	1	CHRISTIE, ANDREW & CHRISTIE, JACQUELINE GRACE
07977	-	0036	36	1	MYLET, ALEXANDRA
07977	-	0037	37	1	KUBACKI, EDWARD & KUBACKI, MARIA
07977	-	0038	38	1	CINI, EMMANUEL GEORGE
07977	-	0039	39	1	BILZ, PAMELA
07977	-	0040	40	1	JACK, GRAHAM & JACK, CAROL
07977	-	0041	41	1	KENNEDY, JENNIFER ALISON & KENNEDY, MILLAR

07977	-	0042	42	1	SYMONDS, ROBERT STEVEN & SYMONDS, SARA JAE
07977	-	0043	43	1	ASHBOURNE, SUSAN ANNE
07977	-	0044	44	1	TUSKE, RONALD PERRY & TUSKE, DEBORAH LYNN
07977	-	0045	45	1	BULLARD, NATALIE
07977	-	0046	46	1	BYRAMJEE, MARZI
07977	-	0047	47	1	MADON, SHAVAK RUSSY
07977	-	0048	48	1	IMRIE-HOWLETT, MARGARET ANN